1. Rules April 6th - ORDINANCES

Documents:

R-APRIL 6, 2020.PDF

2. Contracts 4-6-20

Documents:

B-4-20 NCWEB.PDF
B-9-20 NCWEB.PDF
B-12-20 NCWEB.PDF
E-50-20 NCWEB.PDF
E-51-20 NCWEB.PDF
E-53-20 NCWEB.PDF
E-54-20 NCWEB.PDF
E-56-20 NCWEB.PDF
E-57-20 NCWEB.PDF
E-58-20 NCWEB.PDF
E-59-20 NCWEB.PDF

2.I. Contract 4-6-20

Documents:

E-55-20 NCWEB.PDF

2.II. RULES COMMITTEE, 04-06-20

Documents:

RULES COMMITTEE, 04-06-20.PDF
NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

RULES COMMITTEE

APRIL 6, 2020 1:00 PM

Richard Nicolello – Chairman
Howard Kopel – Vice Chairman
Steve Rhoads
Laura Schaefer
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature
<table>
<thead>
<tr>
<th>Clerk Item No.</th>
<th>Proposed By</th>
<th>Assigned To</th>
<th>Summary</th>
</tr>
</thead>
</table>
| 77-20         | LE          | R           | **PROPOSED LOCAL LAW NO. – 2020**  
A LOCAL LAW REQUIRING LEGISLATIVE APPROVAL FOR COMPENSATION PAID IN CONNECTION WITH THE COMPROMISE OR SETTLEMENT OF A PROCEEDING IN CONDEMNATION OR EMINENT DOMAIN. 77-20(LE) |
| 81-20         | PK          | R           | **RESOLUTION NO.-2020**  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND MUSEUMS AT MITCHEL DBA CRADLE OF AVIATION. 81-20(PK) |
| 84-20         | CE          | R           | **RESOLUTION NO.-2020**  
A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT TO AMEND CHAPTER 269 OF THE LAWS OF 1979 RELATING TO AUTHORIZING THE COUNTY OF NASSAU TO LEASE CERTAIN LANDS ACQUIRED PURSUANT TO THE PROVISIONS OF ARTICLE FIFTEEN OF THE PARKS AND RECREATION LAW, IN RELATION TO EXTENDING SUCH AUTHORIZATION TO LEASE OR PERMIT CERTAIN PREMISES. 84-20(CE) |
| 86-20         | OMB         | R           | **RESOLUTION NO. -2020**  
A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2020. 86-20(OMB) |
| 87-20         | OMB         | R           | **ORDINANCE NO. – 2020**  
AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE FIRE COMMISSION. 87-20(OMB) |
| 88-20         | OMB         | R           | **ORDINANCE NO. – 2020**  
AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 88-20(OMB) |
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| 89-20         | OMB         | R           | **ORDINANCE NO. – 2020**
|               |             |             | AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 89-20(OMB) |
| 90-20         | OMB         | R           | **ORDINANCE NO. – 2020**
|               |             |             | AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 90-20(OMB) |
| 91-20         | OMB         | R           | **RESOLUTION NO. -2020**
|               |             |             | A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2020. 91-20(OMB) |
| 92-20         | OMB         | R           | **ORDINANCE NO. – 2020**
|               |             |             | AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 92-20(OMB) |
| 93-20         | OMB         | R           | **ORDINANCE NO. – 2020**
|               |             |             | AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 93-20(OMB) |
| 94-20         | OMB         | R           | **ORDINANCE NO. – 2020**
|               |             |             | AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE NASSAU COUNTY CRIME VICTIMS ASSISTANCE PROGRAM. 94-20(OMB) |
| 95-20         | OMB         | R           | **ORDINANCE NO. – 2020**
<p>|               |             |             | AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE NASSAU COUNTY CRIME VICTIMS ASSISTANCE PROGRAM. 95-20(OMB) |</p>
<table>
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<th>Clerk Item No.</th>
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<tr>
<td>96-20</td>
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<td>R</td>
<td><strong>ORDINANCE NO. – 2020</strong>&lt;br&gt;AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 96-20(OMB)</td>
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<td>97-20</td>
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<td><strong>ORDINANCE NO. – 2020</strong>&lt;br&gt;AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 97-20(OMB)</td>
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<tr>
<td>98-20</td>
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<td><strong>ORDINANCE NO. – 2020</strong>&lt;br&gt;AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 98-20(OMB)</td>
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<tr>
<td>99-20</td>
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<td>R</td>
<td><strong>ORDINANCE NO. – 2020</strong>&lt;br&gt;AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 99-20(OMB)</td>
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<tr>
<td>100-20</td>
<td>OMB</td>
<td>R</td>
<td><strong>ORDINANCE NO. – 2020</strong>&lt;br&gt;AN ORDINANCE TO IMPLEMENT THE LOCAL GOVERNMENT ASSISTANCE PROGRAM IN NASSAU COUNTY. 100-20(OMB)</td>
</tr>
<tr>
<td>103-20</td>
<td>CE</td>
<td>R</td>
<td><strong>RESOLUTION NO. – 2020</strong>&lt;br&gt;A RESOLUTION TO AUTHORIZE EXECUTION OF A TAX EXEMPTION AND PILOT AGREEMENT (“THE AGREEMENT”) BETWEEN THE COUNTY OF NASSAU (&quot;THE COUNTY&quot;) AND SELFHELP BERGEN HOUSING DEVELOPMENT FUND COMPANY, INC. (&quot;THE COMPANY&quot;) AND ACKNOWLEDGED AND AGREED TO BY BERGEN PLACE LLC (&quot;THE DEVELOPER&quot;). 103-20(CE)</td>
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| B-4-20        | PW          | R           | **RESOLUTION NO. 2020**  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND POSILLICO CIVIL, INC. B-4-20 |
| B-9-20        | PW          | R           | **RESOLUTION NO. -2020**  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND 192 BRANCH INTERIOR SERVICES, INC. B-9-20 |
| B-12-20       | PW          | R           | **RESOLUTION NO. 2020**  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PRATT BROTHERS, INC. B-12-20 |
| E-50-20       | BU          | R           | **RESOLUTION NO. -2020**  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND PFM FINANCIAL ADVISORS LLC. E-50-20 |
| E-51-20       | CO          | R           | **RESOLUTION NO. -2020**  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND CROWE LLP. E-51-20 |
<table>
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<tr>
<th>Clerk Item No.</th>
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<th>Summary</th>
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<tr>
<td>E-53-20</td>
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<td><strong>RESOLUTION NO. -2020</strong>&lt;br&gt;A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF RISK MANAGEMENT, AND TRIAD GROUP, LLC. E-53-20</td>
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<tr>
<td>E-54-20</td>
<td>OMB</td>
<td>R</td>
<td><strong>RESOLUTION NO. -2020</strong>&lt;br&gt;A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND THE NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC. E-54-20</td>
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<tr>
<td>E-55-20</td>
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<td>R</td>
<td><strong>RESOLUTION NO. -2020</strong>&lt;br&gt;A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY’S OFFICE, AND THE LAW OFFICE OF VINCENT D. MCNAMARA,C. E-55-20</td>
</tr>
<tr>
<td>E-56-20</td>
<td>PD</td>
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<td><strong>RESOLUTION NO. -2020</strong>&lt;br&gt;A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC (FORMERLY MED3000, INC.) E-56-20</td>
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<tr>
<td>E-57-20</td>
<td>PD</td>
<td>R</td>
<td><strong>RESOLUTION NO. -2020</strong>&lt;br&gt;A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND THE SAFE CENTER LI INC. (“SAFE CENTER”). E-57-20</td>
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<td>Clerk Item No.</td>
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<td>Assigned To</td>
<td>Summary</td>
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| E-58-20       | CO          | R           | RESOLUTION NO. -2020  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY COMPTROLLER, AND ALBRECHT, VIGGIANO, ZURECK & COMPANY. PC. E-58-20 |
| E-59-20       | OEM         | R           | RESOLUTION NO. -2020  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT, AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD (“VEEB”). E-59-20 |
| B-3-20        | PW          | R           | RESOLUTION NO. 2020  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACK ELECTRIC CORP. OF L.I.  B-3-20 |
| B-7-20        | PW          | R           | RESOLUTION NO. -2020  
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SEAFORD AVENUE CORP.  B-7-20 |

THE FOLLOWING ITEMS MAY BE UNTABLED
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<tr>
<th>Clerk Item No.</th>
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<td>RESOLUTION NO. -2020 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, AND BERKSHIRE FARM CENTER &amp; SERVICES FOR YOUTH (“BERKSHIRE”). E-35-20</td>
</tr>
<tr>
<td>E-49-20</td>
<td>AT</td>
<td>R</td>
<td>RESOLUTION NO. -2020 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY, AND SOKOLOFF STERN LLP. E-49-20</td>
</tr>
</tbody>
</table>
Type to enter text
NIFS ID:  Department: Public Works

Capital: X

SERVICE: H61587-PR3 B04-20 PRIORITY RESURFACING-PHASE 3

Contract ID #: H61587-PR3  NIFS Entry Date:  Term: from to

| New | 1) Mandated Program: | N |
| Time Extension: | 2) Comptroller Approval Form Attached: | Y |
| Addl. Funds: | 3) CSEA Agmt. § 32 Compliance Attached: | Y |
| Blanket Resolution: | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Y |
| RES# | 5) Insurance Required | N |

Vendor Info:

Name: Posillico Civil, Inc.  Vendor ID#  
Address: 1750 New Highway  Contact Person:  
Farmingdale, NY 11735  Phone:  

Department:

Contact Name: JOSE VITERI  
Address: NCDPW  
1194 PROSPECT AVE  
WESTBURY, NY 11590  
Phone: 516-571-6926

Routing Slip

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<td>26-MAR-20 -- KARNOLD</td>
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<tr>
<td>DPW</td>
<td>Capital Fund Approved: X</td>
<td>26-MAR-20 -- KARNOLD</td>
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<tr>
<td>OMB</td>
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<td>27-MAR-20 -- CNOLAN</td>
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<td>26-MAR-20 -- NGUMIENIAK</td>
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<td>County Atty.</td>
<td>Insurance Verification: X</td>
<td>26-MAR-20 -- DMCDERMOTT</td>
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<tr>
<td>County Atty.</td>
<td>Approval to Form: X</td>
<td>26-MAR-20 -- DMCDERMOTT</td>
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<tr>
<td>CPO</td>
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<td>27-MAR-20 -- KOHAGENCE</td>
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Contract Summary

Purpose: To improve the condition of the existing pavement by expediting the resurfacing of various selected roads with advanced deterioration once the individual designs for each road are completed.

Method of Procurement: The Notice to Bidders was advertised in Newsday on 8/14/2019, eProcure from 8/16/2019 - 9/17/2019 and New York State Contract Reporter from 8/14/2019 - 9/17/2019. The Formal Sealed Bids were due 9/17/2019. The Contractor was selected through an open competitive bidding process.

Procurement History: The bids were received on September 17, 2019, for the above referenced contract. Bids were examined and the contract bid amount of $8,084,900.00 submitted by Posillico Civil, Inc. is acceptable as the low bid. Therefore, it is recommended to award the contract to the lowest responsible bidder, Posillico Civil, Inc. A total of four (4) firms bid on this contract and all were deemed to be local contractors.

Description of General Provisions: This is a unit price contract.

Impact on Funding / Price Analysis: The bid price of $8,084,900.00 is 7.86% below the Engineer’s Estimate of $8,774,850.00 and is for comparison purposes only. Funding being encumbered will come from approved and available Capital Project Number 61587-PR3. Contract has current MWBE utilization of 5.13%

Change in Contract from Prior Procurement: This is a New Contract - no prior procurement.

Recommendation: (approve as submitted) Approve Contract as submitted.

Advisement Information

<table>
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<tr>
<th>BUDGET CODES</th>
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<th>AMOUNT</th>
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<td>Fund: PWGAP</td>
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<td>Control: 51</td>
<td>County $ 0.00</td>
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<td>Resp: 587</td>
<td>Federal $ 0.00</td>
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<td>Object: 00004</td>
<td>State $ 0.00</td>
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<td>Transaction: CH</td>
<td>Capital $ 8,084,900.00</td>
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<td>TOTAL</td>
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RULES RESOLUTION NO. -2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND POSILLOCO CIVIL, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H61587-PR3, for NASSAU COUNTY PRIORITY RESURFACING, PHASE 3, NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of POSILLOCO CIVIL, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $8,084,900.00, now therefore be it
RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.
NIFA  Nassau County Interim Finance Authority

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

1. Vendor: Posillico Civil, Inc.

2. Dollar amount requiring NIFA approval: $8084900
   
   Amount to be encumbered:  $8084900

   This is a New
   
   If new contract - $ amount should be full amount of contract
   If amendment - 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: 180 days from NTP
   Has work or services on this contract commenced? N  ___

   If yes, please explain:

4. Funding Source:

   General Fund (GEN)  Grant Fund (GRT)
   X  Capital Improvement Fund (CAP)
   Other

   Federal %  0
   State %  0
   County %  0

   Is the cash available for the full amount of the contract?  N
   If not, will it require a future borrowing?  Y

   Has the County Legislature approved the borrowing?  Y
   Has NIFA approved the borrowing for this contract?  N

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

   To improve the condition of the existing pavement by expediting the resurfacing of various selected roads with advanced deterioration once the individual designs for each road are completed.

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

   Nassau County Attorney as to form
   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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
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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.

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.
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: Posillico Civil, Inc.

CONTRACTOR ADDRESS: 1750 New Highway, Farmingdale, NY 11735

FEDERAL TAX ID #: 11-1529032

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

I. \(\square\) 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 Newsday / NYSCR [newspaper] on 8/14/2019 [date]. The sealed bids were publicly opened on 9/17/2019 [date]. \(\#\) of sealed bids were received and opened.

II. \(\square\) The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date]. [state #] proposals were received and evaluated. The evaluation committee consisted of: (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. □ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on ______________________ [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.

[Signature]
Department Head Signature

Date

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

Compl. form Pers./Prof. Services Contracts: Rev. 01/18  3
Certificate of No Change Form

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

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

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

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

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

Name of Submitting Entity: Posillico Civil, Inc.

Vendor's Address: 1750 New Highway Farmingdale NY US 11735

Vendor's EIN or TIN: 111529032

Forms Submitted:

Political Campaign Contribution Disclosure Form:
11/26/2019 01:11:47 PM

Lobbyist Registration and Disclosure Form:
12/03/2019 10:39:42 AM

Business History Form certified:
01/31/2020 02:09:42 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
01/31/2020 02:11:31 PM
Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

<table>
<thead>
<tr>
<th>Principal Name</th>
<th>Date Certified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph K Posillico [<a href="mailto:JKPOSILlico@POSILlicoinc.com">JKPOSILlico@POSILlicoinc.com</a>]</td>
<td>02/06/2020 10:48:55 AM</td>
</tr>
<tr>
<td>Michael J. Posillico [<a href="mailto:MPOSILlico@POSILlicoinc.com">MPOSILlico@POSILlicoinc.com</a>]</td>
<td>02/06/2020 08:23:06 AM</td>
</tr>
<tr>
<td>Joseph D Posillico III [<a href="mailto:JP3@POSILlicoinc.com">JP3@POSILlicoinc.com</a>]</td>
<td>02/06/2020 08:39:57 AM</td>
</tr>
</tbody>
</table>

I, ___________ Carleen King __________ hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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.*

Carleen King

Name

Preconstruction Manager

Title

Posillico Civil, Inc.

Name of Submitting Entity

03/26/2020 10:46:59 AM

Date
Business History Form

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

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

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

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

Date: __01/26/2020__

1) Proposer's Legal Name: Posillico Civil, Inc.

2) Address of Place of Business: 1750 New Highway
   City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
   Country: US

3) Mailing Address (if different):
   City: __________________________ State/Province/Territory: ________ Zip/Postal Code: ________
   Country: __________________________
   Phone: __________________________

Does the business own or rent its facilities? BOTH _________ IF OTHER, PLEASE PROVIDE DETAILS: _________

4) Dun and Bradstreet number: 

5) Federal I.D. Number: 

6) The proposer is a: Other (Describe) S. Corporation
   No information shared with Nassau County is to be disclosed. Posillico and its affiliates are privately held, therefore, all corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES [ ] NO [ ] If yes, please provide details:
   See Attachment Rent/Own Office Space
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

2 File(s) Uploaded: Bylaws.pdf, Good Standing 22719 PCI (1).pdf
New York State Freedom of Information Act.

1 File(s) Uploaded: 2020 Principals_Ownership_Shares_Rentals.pdf

8) Does this business control one or more other businesses?
   YES [ ] NO [ ] X [ ] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES [ ] X [ ] NO [ ] [ ] If yes, please provide details:
   Yes, see attachment Subsidiary/Affiliate by laws
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is
   confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and
   New York State Freedom of Information Act.

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 [ ] X [ ] 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 [ ] X [ ] 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 [ ] X [ ] NO [ ] [ ] If yes, provide details for each such investigation, an explanation of the
    circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business
    been the subject of an investigation by any government agency, including but not limited to federal, state and
    local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business
    been the subject of an investigation by any government agency, including but not limited to federal, state and
    local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated
    business.
    YES [ ] X [ ] NO [ ] [ ] If yes, provide details for each such investigation, an explanation of the
    circumstances and corrective action taken.

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

a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17) Conflict of Interest:
a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

as directed in the instructions above, please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state 'No conflict exists.'

ANSWER: NO CONFLICT OF INTEREST EXISTS

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

There are no other known relationships that could create a conflict of interest or the appearance of a conflict of interest.

(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.

This is the same question as (ii) and we answer the same in response.

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.

Posillico employees are subject to agreement in writing to our Employee Policies and Procedures as outlined in our Employee Handbook ( attaches here). This handbook addresses Client Relationships, Conflicts of Interest, Ethics and Conflicts of Interest Policy, Client Gratuities, Socializing with Clients and Subcontractors, Documentation of All Client Related Activities, Reciprocity.

Posillico will adopt a conflict of interest procedure that includes relationships (family and personal) that could give the appearance of impropriety, or that should be disclosed. (Such as the SAMPLE attached)

2 File(s) Uploaded: Posillico Employee Handbook.pdf, SAMPLE Conflict of Interest Policy.pdf

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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒ X ☐

Is the proposer an individual?

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

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

| First Name | Joseph  |
| Last Name | Posillico |
| MI | K |
| Address | 1750 New Highway |
| City | Farmingdale |
| State/Province/Territory | NY |
| Zip/Postal Code | 11735 |
| Country | US |
| Position | Chief Exec. Officer and President |

| First Name | Joseph  |
| Last Name | Posillico |
| MI | D |
| Address | 1750 New Highway |
| City | Farmingdale |
| State/Province/Territory | NY |
| Zip/Postal Code | 11735 |
| Country | US |
| Position | Sr. Vice President - Field Operations |

| First Name | Michael |
| Last Name | Posillico |
| MI | J |
| Address | 1750 New Highway |
| City | Farmingdale |
| State/Province/Territory | NY |
| Zip/Postal Code | 11735 |
| Country | US |
| Position | Executive Vice President and Secretary |

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

| First Name | Joseph  |
| Last Name | Boren |
| MI |  |
| Address |  |
| City |  |
| Country | US |
| Position | Executive Board of Directors |

| First Name | Thomas |
| Last Name | Cassidy |

Page 5 of 10
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<tr>
<td>Vice President, Business Development</td>
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<tr>
<td>Sr. Vice President/Chief Engineer</td>
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<tr>
<td>Vice President, Paving Division Manager</td>
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<tr>
<td>Vice President, Sales Executive</td>
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<td>Vice President, Risk Management</td>
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<tr>
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<td>Nota</td>
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<td>NY</td>
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<td>Chief Financial Officer, Treasurer (not an equity shareholder)</td>
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<tr>
<td>Michael</td>
<td>Perciballi</td>
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<td>Farmingdale</td>
<td>NY</td>
<td>11735</td>
<td>Vice President/Environmental Division Manager</td>
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<tr>
<td>Joseph</td>
<td>Posilico</td>
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<td>Farmingdale</td>
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<td>Sr. Vice President - Field Operations</td>
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<td>Sr. Vice President, Business Development and Strategy</td>
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<tr>
<td>David</td>
<td>Sposito</td>
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</table>
iv) State of incorporation (if applicable); NY

v) The n

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments
See attached

1 File(s) Uploaded: Posillico Brochure.pdf

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

B.

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

1 File(s) Uploaded: Posillico Presentation 2018.pptx

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.
<table>
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<tbody>
<tr>
<td>Contact Person</td>
<td>ichard Grohn</td>
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<tr>
<td>Address</td>
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</table>
I, [Carleen King], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Name of submitting business: Posillico Civil, Inc.

Electronically signed and certified at the date and time indicated by: Carleen King [CKING@POSILICOINC.COM]

Title

01/31/2020 02:09:42 PM

Date
Materials

Posillico Materials, LLC

manufacturing and selling of asphalt

P Five Management, LLC

Posillico Materials East, LLC

(Operating Agreement signed)

*Posillico Materials East owns Holtville facility

*Managing Member

Note: All members are currently with the firm.
JOINT VENTURE(S)

Gateway-Posillico Joint Venture

Tully-Posillico Joint Venture

Joint Venture

Posillico Joint Venture

Posillico-Skanska Joint Venture
Posillico Civil, Inc. and Skanska USA Civil Northeast, Inc.

Hinck-Posillico Joint Venture LLC

Tully-Posillico Joint Venture

Posillico/Bove JV

OHL/Posillico/SELI Overseas, JV
<table>
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<tr>
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<tbody>
<tr>
<td>President/CEO</td>
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<td>Posillico Inc.</td>
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<tr>
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33.33%

Michael J. Trotta
John Duggan

**CONFIDENTIAL**

**SUFFOLK COUNTY ONLY**

**EXEMPT**

**FOIL FOIA**
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<th>LIE Rental Inc.</th>
<th>Signatories: JKP, RN</th>
<th>Equipment Rental</th>
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<tbody>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LIST OF PRINCIPAL OFFICERS: 2020

JOSEPH K. POSILLICO - CEO/PRESIDENT

MICHAEL J. POSILLICO - EXECUTIVE VICE PRESIDENT/SECRETARY

JOSEPH D. POSILLICO, III - SR. VICE PRESIDENT

RICHARD NOTA – CFO/TREASURER

ANTHONY C. EVANGELISTA, P.E. - SR. VICE PRESIDENT/CHIEF ENGINEER

MICHAEL J. TROTTA - VICE PRESIDENT, CHIEF ESTIMATOR

MICHAEL PERCIBALLI – VICE PRESIDENT/ENV. DIVISION MGR.

FRED W. LOCHER - VICE PRESIDENT/ PURCHASING

THOMAS SPATAFORA - SR. VICE PRESIDENT, SALES & MARKETING

FRANK FRANZINI - VICE PRESIDENT/RISK MANAGEMENT

CHARLES A. FORTE, JR. - VICE PRESIDENT/ PAVING DIVISION MGR.
CHARLES A. FORTE, SR. - VICE PRESIDENT/PRIVATE ASPHALT SALES

LISA DIPPEL – VICE PRESIDENT/HUMAN RESOURCES

DAVID SPOSITO, P.E. – VICE PRESIDENT/NYC DIVISION MANAGER

THOMAS CASSIDY – VICE PRESIDENT/BUSINESS DEVELOPMENT

NOELLE ANDREASSEN – VICE PRESIDENT, CONTROLLER
RENTAL/OWNERSHIP OFFICE SPACE, STAFF, EQUIPMENT, SHARED EXPENSES
**BEST VALUE PRACTICES**

Pavilion is represented in partnerships for Design-Build (DB) success. We provide quality through continuous improvement and innovation during all stages of design and construction. We pride ourselves in delivering Design-Build Projects of Excellence. Our commitment to excellence is evidenced in our successful DB delivery history, which includes many projects awarded by the NYSDOT, MTA, LIRR, and NYSCT.

Our specialization in project management systems has proven successful in our approach to the Long Island Rail Road’s North Shore Extension DB Project. We have completed over 40 projects to date, with a success rate exceeding 90%. This project is a testament to our commitment to excellence and innovation in the field of Design-Build.

**PRINCIPLES OF DESIGN-BUILD**

DB projects are vital to the success of any construction project. They provide a collaborative approach to project delivery, allowing for innovative solutions and cost savings.

- **Collaboration:** Ensures that all parties involved in the project work together towards a common goal.
- **Innovation:** Encourages the use of new and innovative construction techniques and materials.
- **Quality Assurance:** Focuses on delivering high-quality projects that meet or exceed client expectations.
- **Cost Efficiency:** Reduces costs through streamlined processes and decreased project duration.

**WISCONSIN MISSION STATEMENT**

Vista Construction, Inc. is committed to providing exceptional design-build services. We strive to exceed client expectations while meeting or beating project timelines and budgets. Our team consists of experienced professionals dedicated to delivering quality projects on time and on budget.

- **Client Focus:** Our primary goal is to ensure client satisfaction through exceptional service and quality work.
- **Innovation:** Continuously seeking new and innovative ways to improve our services and meet the needs of our clients.
- **Excellence:** Striving for excellence in every project we undertake.
- **Teamwork:** Emphasizing the importance of collaboration and teamwork in achieving project goals.

Together, we strive to achieve excellence in every project we undertake. We are committed to delivering quality work on time and on budget. Our team is dedicated to providing exceptional design-build services that meet or exceed client expectations.
State of New York  
Department of State  } ss: 

I hereby certify, that the Certificate of Incorporation of POSILLICO CIVIL, INC. was filed on 02/04/1946, under the name of J. D. POSILLICO, INC., fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment J. D. POSILLICO, INC., changing its name to POSILLICO CIVIL, INC., was filed 04/17/2007.

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 26th day of February two thousand and nineteen.

Whitney Clark  
Deputy Secretary of State
Sample Conflict of Interest Policy*

[Organization Name]

Policy on Conflicts of Interest
And Disclosure of Certain Interests

This conflict of interest policy is designed to help directors, officers, and employees of the [Organization Name] identify situations that present potential conflicts of interest and to provide [Organization Name] with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and the procedures prescribed herein and those in federal or state law, the law shall control. All capitalized terms are defined in Part 2 of this policy.

1. Conflict of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

   A. Outside Interests.

      (i) A Contract or Transaction between [Organization Name] and a Responsible Person or Family Member.

      (ii) A Contract or Transaction between [Organization Name] and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

   B. Outside Activities.

      (i) A Responsible Person competing with [Organization Name] in the rendering of services or in any other Contract or Transaction with a third party.

      (ii) A Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of; or consultant to; an entity or individual that competes with [Organization Name] in the provision of services or in any other Contract or Transaction with a third party.
C. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:

(i) does or is seeking business with, or is a competitor of [Organization Name]; or

(ii) has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from [Organization Name];

(iii) is a charitable organization;

under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of [Organization Name].

2. Definitions.

A. A Conflict of Interest is any circumstance described in Part 1 of this Policy.

B. A Responsible Person is any person serving as an officer, employee or member of the board of directors of [Organization Name].

C. A Family Member is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.

D. A Material Financial Interest in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person’s or Family Member’s judgment with respect to transactions to which the entity is a party. This includes all forms of compensation. (The board may wish to establish an amount that it would consider to be a “material financial interest.”)

E. A Contract or Transaction is any agreement or relationship involving the sale of purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship or review of a charitable organization by [Organization Name]. The making of a gift to [Organization Name] is not a Contract or Transaction.
3. Procedures.

A. Before board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.

B. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board’s or committee’s discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person’s ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the board of directors of [Organization Name] has a Conflict of Interest when he or she stands for election as an officer or for re-election as member of the board of directors.

E. Responsible Persons who are not members of the board of directors of [Organization Name] or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of board or committee action, shall disclose to the Chair or the Chair’s designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect [Organization Name]’s participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair’s designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.
4. **Confidentiality.** Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of [Organization Name]. Furthermore, a Responsible Person shall not disclose or use information relating to the business of [Organization Name] for the personal profit or advantage of the Responsible Person or a Family Member.

5. **Review of Policy.**

   A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.

   B. Each new Responsible Person shall annually complete a disclosure from identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstance might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to [Organization Name]. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interests, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

   C. This policy shall be reviewed annually by each member of the board of directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.
[Organization Name]

Conflict of Interest Information Form

Name:__________________________ Date:__________________________

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in [Organization Name]’s Policy on Conflicts of Interest) arising.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of [Organization Name] that is currently in effect.

Signature:__________________________ Date:__________________________
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?

See attached Nassau County Campaign Contributions Spreadsheet.

1 File(s) uploaded

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

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

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

 Electronically signed and certified at the date and time indicated by:
 Michael J. Trotta [MTROTTA@POSILLICOINC.COM]


Title: Vice President
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<tr>
<th>Name</th>
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<th>Amount</th>
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<th>Fund</th>
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<td>1/2/2017</td>
<td>500</td>
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<td>Nassau</td>
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<td>11 Pre</td>
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<td>Nassau</td>
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<td>Michael Posillico</td>
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<td>Michael Posillico</td>
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<td>John Trotta</td>
<td>49 Pine Street Lynbrook NY 11705</td>
<td>5/1/2018</td>
<td>200</td>
<td>Nassau County Republican Committee</td>
<td>2016</td>
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<td>Nassau</td>
<td>Nassau</td>
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<tr>
<td>John Trotta</td>
<td>49 Pine Street Lynbrook NY 11705</td>
<td>5/1/2018</td>
<td>500</td>
<td>Nassau County Republican Committee</td>
<td>2016</td>
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<td>A</td>
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<tr>
<td>Michael Trotta</td>
<td>218 Edgewater Avenue Bayport NY 11705</td>
<td>6/28/2017</td>
<td>300</td>
<td>Friends of Debra Male</td>
<td>2017</td>
<td>July</td>
<td>A</td>
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<tr>
<td>Posillico Civil INC.</td>
<td>1750 New Highway Farmlingsdale NY 11795</td>
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<td>1000</td>
<td>YEVOLI 2017</td>
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<td>32 Pre</td>
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<td>Legislator</td>
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<td>Nassau</td>
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COUNTY OF NASSAU

LOYBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

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

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

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

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

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

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

Michael J. Trotta [MTROTTA@POSILICOINC.COM]

Dated: 12/03/2019 10:39:42 AM Vendor: Posillico Civil, Inc.
Title: Vice President, Chief Estimator
The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

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

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

1. Principal Name: Joseph D. Posillico, III
   Date of birth: ____________________________
   Country: US
   Business Address: 1750 New Highway
   City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
   Country: US
   Telephone: 516 380 8338

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

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____________________________ Treasurer ____________________________
   Chairman of Board ____________________________ Shareholder ____________________________
   Chief Exec. Officer ____________________________ Secretary ____________________________
   Chief Financial Officer ____________________________ Partner ____________________________
   Vice President ____________________________ (Other) ____________________________

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [x] NO ______ If Yes, provide details.
   See Attachment - Directors and Principal Officers, Ownership, Interest in Property
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

   1 File(s) Uploaded:

   or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [x] NO ______ If Yes, provide details.
   Yes, please refer to attached financial statements dated 12/31/2018, more specifically Notes 11, 14, 15, 16, 17, 18.
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.
1 File(s) Uploaded:

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 [X] NO [ ] If Yes, provide details.

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) Uploaded:

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

YES [X] NO [ ] If Yes, provide details.

Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) Uploaded:

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. 
   a. Is there any felony charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action

Page 3 of 5
Rev. 3-2016
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES ☐  NO ☐  X ☑  If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
   YES ☐  NO ☐  X ☑  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
   YES ☐  NO ☐  X ☑  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
   YES ☐  NO ☐  X ☑  If yes, provide an explanation of the circumstances and corrective action taken.
I, __________________________, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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Posillico Civil Inc

Name of submitting business

______________________________

Electronically signed and certified at the date and time indicated by:
Joseph D Posillico III [JP3@POSILlicoINC.COM]

Sr. Vice President

Title

02/06/2020 08:39:57 AM

Date
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  - IE Rental Corp.
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  - Babylon Cove Development, LLC

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Materials

Posillico Materials, LLC

P Five Management, LLC

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*Managing Member

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Tully-Posillico Joint Venture

Joint Venture

Posillico Joint Venture

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Posillico Civil, Inc. and Skanska USA Civil Northeast, Inc.

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, New York 11716

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LIST OF PRINCIPAL OFFICERS: 2020

JOSEPH K. POSILLICO - CEO/PRESIDENT

MICHAEL J. POSILLICO - EXECUTIVE VICE PRESIDENT/SECRETARY

JOSEPH D. POSILLICO, III - SR. VICE PRESIDENT

RICHARD NOTA – CFO/TREASURER

ANTHONY C. EVANGELISTA, P.E. - SR. VICE PRESIDENT/CHIEF ENGINEER

MICHAEL J. TROTTA - VICE PRESIDENT, CHIEF ESTIMATOR

MICHAEL PERCIBALLI – VICE PRESIDENT/ENV. DIVISION MGR.

FRED W. LOCKER – VICE PRESIDENT/ PURCHASING

THOMAS SPATAFORA - SR. VICE PRESIDENT, SALES & MARKETING

FRANK FRANZINI - VICE PRESIDENT/RISK MANAGEMENT

CHARLES A. FORTE, JR. - VICE PRESIDENT/ PAVING DIVISION MGR.
CHARLES A. FORTE, SR. - VICE PRESIDENT/PRIVATE ASPHALT SALES

LISA DIPPEL - VICE PRESIDENT/HUMAN RESOURCES

DAVID SPOSITO, P.E. - VICE PRESIDENT/NYC DIVISION MANAGER

THOMAS CASSIDY - VICE PRESIDENT/BUSINESS DEVELOPMENT

NOELLE ANDREASSEN - VICE PRESIDENT, CONTROLLER
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   a. Are specifically exempted from disclosure by state or federal statute;
   b. If disclosed would constitute an unwarranted invasion of personal privacy under the provisions of subdivision two of section eighty-nine of this article; and
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Therefore, the financials and corporate information of Posillico Civil, Inc. is “Exempt from Disclosure” under FOIL. Accordingly, we have marked each page of the financial and corporate documents.
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 K. Posillico
   Date of birth: ____________________________
   Home address: ____________________________
   City: ____________________________ State/Province/Territory: NY Zip/Postal Code: ______________
   Country: US ____________________________

Business Address: 1750 New Highway
   City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
   Country: US ____________________________
   Telephone: ____________________________

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

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President - Treasurer
   Chairman of Board - Shareholder
   Chief Exec. Officer - Secretary
   Chief Financial Officer - Partner

   you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

See Attachment - Directors and Principal Officers, Ownership, Interest in Property.
Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) Uploaded:

lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

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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 [X] NO [ ] If Yes, provide details.

   Yes, please see attached Entity Matrix for three (3) Principal's listed above.
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

1 File(s) Uploaded:

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

   Yes, see attached with all relevant government contract awards for the past three (3) years.
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and New York State Freedom of Information Act.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. 
   a. Is there any felony charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES _ NO _ X _
If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES _ NO _ X _
If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES _ NO _ X _
If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES _ NO _ X _
If yes, provide an explanation of the circumstances and corrective action taken.

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Posillico Civil Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph K Posillico [JKPOSILLICO@POSILlicoINC.COM]

President/CEO
Title

02/06/2020 10:48:55 AM
Date
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JOSEPH K. POSILLICO - CEO/President

MICHAEL J. POSILLICO - Executive Vice President/Secretary

JOSEPH D. POSILLICO, III - Sr. Vice President

RICHARD NOTA - CFO/Treasurer

ANTHONY C. EVANGELISTA, P.E. - Sr. Vice President/Chief Engineer

MICHAEL J. TROTTA - Vice President, Chief Estimator

MICHAEL PERCIBALLI - Vice President/Env. Division Mgr.

FRED W. LOCHER - Vice President/Purchasing

THOMAS SPATAFORA - Sr. Vice President, Sales & Marketing

FRANK FRANZINI - Vice President/Risk Management

CHARLES A. FORTE, JR. - Vice President/Paving Division Mgr.
CHARLES A. FORTE, SR. - VICE PRESIDENT/PRIVATE ASPHALT SALES

LISA DIPPEL – VICE PRESIDENT/HUMAN RESOURCES

DAVID SPOSITO, P.E. – VICE PRESIDENT/NYC DIVISION MANAGER

THOMAS CASSIDY – VICE PRESIDENT/BUSINESS DEVELOPMENT

NOELLE ANDREASSEN – VICE PRESIDENT, CONTROLLER
Posillico Civil, Inc. Financial Statements

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1. Principal Name: Michael J. Posillico
   Date of birth:
   Home address: ____________________________________________________________
   City: ____________________________________________________________
   Country: US
   Business Address: 1750 New Highway
   City: Farmingdale
   State/Province/Territory: NY
   Zip/Postal Code: 11735
   Country: US
   Telephone:

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

   List of other addresses and telephone numbers attached

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

   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)  
   Treasurer
   Shareholder
   Secretary
   Partner
   Executive Vice President

   Type
   Description
   Start Date

3. Do you have an equity interest in the business submitting the questionnaire? 
   YES [X] NO  [ ] If Yes, provide details.

   See Attachment - Directors and Principal Officers, Ownership, Interest in Property
   Not to be disclosed, Posillico and its affiliates are privately held. All corporate and financial information is
   confidential and shall not be disclosed to other parties, pursuant to Federal Freedom of Information Law and
   New York State Freedom of Information Act.

   1 File(s) Uploaded:

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 [X] NO  [ ] If Yes, provide details.

   Yes, please refer to attached financial statements dated
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 [X] NO ________ If Yes, provide details.

Yes, please see attached Entity Matrix for the three (3) Principal’s listed above.

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

YES [X] NO ________ If Yes, provide details.

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

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

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

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

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

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

YES ________ NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. 
   a. Is there any felony charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
I, [Michael J. Posillico], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

Posillico Civil, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael J. Posillico [MPOSILlico@POSILlicoINC.COM]

Secretary
Title

02/06/2020 08:23:06 AM
Date
Posillico, Inc. Companies

Posillico, Inc.
($ Corp, Holding Company)

Posillico Civil, Inc.
($ Corp)
Posillico Environmental, Inc.
($ Corp)
Posillico Drilling, Inc.
($ Corp)
LIE Rental Corp.
($ Corp)

Babylon Cove Development, LLC

Parent Company
Materials

Posillico Materials, LLC

P Five Management, LLC

Posillico Materials East, LLC
(Operating Agreement signed)

*Managing Member

Note: All members are currently with the firm.

manufacturing and selling of asphalt
Joint Venture(s)

Gateway-Posillico Joint Venture

Tully-Posillico Joint Venture

Joint Venture

Posillico Joint Venture

Posillico-Skanska Joint Venture
Posillico Civil, Inc. and Skanska USA Civil Northeast, Inc.

Hinck-Posillico Joint Venture LLC

, New York 11716

Tully-Posillico Joint Venture

Posillico/Bove JV

OHL/Posillico/SELI Overseas, JV
<table>
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<th>Posillico Inc.</th>
<th>Signatories : No Checks</th>
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<tbody>
<tr>
<td>President/CEO</td>
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<td>Senior VP</td>
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<tr>
<td>Treasurer/CFO</td>
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</tbody>
</table>

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Posillico Civil, Inc.

33.33%

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Michael J. Testa  
Lisa Diggs  
ssen  

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CONFIDENTIAL FOR SUN COUNTY ONLY

EXEMPT FROM FOIL/FOIA
<table>
<thead>
<tr>
<th>LIE Rental Inc.</th>
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<th>Equipment Rental</th>
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</tbody>
</table>
LIST OF PRINCIPAL OFFICERS: 2020

JOSEPH K. POSILLICO - CEO/PRESIDENT

MICHAEL J. POSILLICO - EXECUTIVE VICE PRESIDENT/SECRETARY

JOSEPH D. POSILLICO, III - SR. VICE PRESIDENT

RICHARD NOTA – CFO/TREASURER

ANTHONY C. EVANGELISTA, P.E. - SR. VICE PRESIDENT/CHIEF ENGINEER

MICHAEL J. TROTTA - VICE PRESIDENT, CHIEF ESTIMATOR

MICHAEL PERCIBALLI – VICE PRESIDENT/ENV. DIVISION MGR.

FRED W. LOCHER - VICE PRESIDENT/ PURCHASING

THOMAS SPATAFORA - SR. VICE PRESIDENT, SALES & MARKETING

FRANK FRANZINI - VICE PRESIDENT/RISK MANAGEMENT

CHARLES A. FORTE, JR. - VICE PRESIDENT/ PAVING DIVISION MGR.
CHARLES A. FORTE, SR. - VICE PRESIDENT/PRIVATE ASPHALT SALES

LISA DIPPEL – VICE PRESIDENT/HUMAN RESOURCES

DAVID SPOSITO, P.E. – VICE PRESIDENT/NYC DIVISION MANAGER

THOMAS CASSIDY – VICE PRESIDENT/BUSINESS DEVELOPMENT

NOELLE ANDREASSEN – VICE PRESIDENT, CONTROLLER
Posillico Civil, Inc. Financial Statements

PLEASE NOTE: All corporate and financial information of Posillico Civil, Inc. submitted to Nassau County has been marked CONFIDENTIAL and shall not be disclosed to any other parties.

Posillico Civil, Inc. has marked the financial and corporate information in the Nassau County Vendor Portal "Exempt from Disclosure under FOIL."

We submit that if this corporate information was disclosed and in accordance with §87(2)(a)(b)(c) of the Freedom of Information Law:

1. Each agency shall, in accordance with its published rules, make available for public inspection and copying all records, except that such agency many deny access to records or portions thereof that:
   a. Are specifically exempted from disclosure by state or federal statute;
   b. If disclosed would constitute an unwarranted invasion of personal privacy under the provisions of subdivision two of section eighty-nine of this article; and
   c. If disclosed would impair present or imminent contract awards or collective bargaining negotiations.

Further, §86(3) of FOIL provides that Private corporations or companies are not subject to the Freedom of Information Law under the definition of "Agency."

Therefore, the financials and corporate information of Posillico Civil, Inc. is "Exempt from Disclosure" under FOIL. Accordingly, we have marked each page of the financial and corporate documents.
<table>
<thead>
<tr>
<th>Project Owner / Sponsor</th>
<th>Organization</th>
<th>Current Location / Project Name</th>
<th>Project Description</th>
<th>Contract Amount</th>
<th>Award Date</th>
<th>Contract Start Date</th>
<th>Completion Date</th>
<th>Level of Completion</th>
<th>Plans for Subcontractor</th>
<th>Self Performance</th>
<th>Result</th>
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</tbody>
</table>
COUNTY OF NASSAU

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

1. Name of the Entity: Posillico Civil, Inc.

Address: 1750 New Highway

City: Farmingdale  State/Province/Territory: NY  Zip/Postal Code: 11735

Country: US

2. Entity’s Vendor Identification Number: 11-1529032

3. Type of Business: Other (specify)  S-Corp

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

| First Name | Michael |
| Last Name | Trotta |
| MI | J |
| Address | 1750 New Highway |
| City | Farmingdale  State/Province/Territory: NY  Zip/Postal Code: 11735 |
| Country | US |
| Position | Vice President |

| First Name | Michael |
| Last Name | Posillico |
| MI | J |
| Address | 1750 New Highway |
| City | Farmingdale  State/Province/Territory: NY  Zip/Postal Code: 11735 |
| Country | US |
| Position | Secretary |

| First Name | Joseph |
| Last Name | Posillico |
| MI | D |
| Address | 1750 New Highway |
| City | Farmingdale  State/Province/Territory: NY  Zip/Postal Code: 11735 |
| Country | US |
| Position | Sr. Vice President, Partner |

<p>| First Name | David |
| Last Name | Sposito |
| MI | |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Address</th>
<th>City</th>
<th>State/Province/Territory</th>
<th>Zip/Postal Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Giordano</td>
<td>Vice President, NYC Division Manager</td>
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<tr>
<td>Joseph Boren</td>
<td>Executive Board Member</td>
<td></td>
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</tr>
<tr>
<td>Frank Franzini</td>
<td>Vice President, Risk Management</td>
<td>1750 New Highway</td>
<td>Farmingdale</td>
<td>NY</td>
<td>11735</td>
</tr>
<tr>
<td>Michael Perciballi</td>
<td>Vice President/Environmental Division Manager</td>
<td>1750 New Highway</td>
<td>Farmingdale</td>
<td>NY</td>
<td>11735</td>
</tr>
<tr>
<td>Lisa Dippel</td>
<td>Vice President, Human Resources</td>
<td></td>
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<tr>
<td>Charles Forte</td>
<td></td>
<td>1750 New Highway</td>
<td>Farmingdale</td>
<td>NY</td>
<td>11735</td>
</tr>
</tbody>
</table>
Country: US
Position: Vice President, Sales Executive

First Name: Thomas
Last Name: Spatafora
MI: 
Address: 1750 New Highway
City: Farmingdale
State/Province/Territory: NY
Zip/Postal Code: 11735
Country: US
Position: Sr. Vice President, Business Development and Strategy

First Name: Charles
Last Name: Forte
MI: A
Address: 1750 New Highway
City: Farmingdale
State/Province/Territory: NY
Zip/Postal Code: 11735
Country: US
Position: Vice President, Paving Division Manager

First Name: Fred
Last Name: Locher
MI: W
Address: 1750 New Highway
City: Farmingdale
State/Province/Territory: NY
Zip/Postal Code: 11735
Country: US
Position: Vice President, Purchasing

First Name: Thomas
Last Name: Cassidy
MI: 
Address: 1750 New Highway
City: Farmingdale
State/Province/Territory: NY
Zip/Postal Code: 11735
Country: US
Position: Vice President, Business Development

First Name: Joseph
Last Name: Posillico
MI: K
Address: 1750 New Highway
City: Farmingdale
State/Province/Territory: NY
Zip/Postal Code: 11735
Country: US
Position: Chief Exec, Officer and President

First Name: Anthony
Last Name: Evangelista
MI: C
Address: 1750 New Highway
City: Farmingdale
State/Province/Territory: NY
Zip/Postal Code: 11735
Country: US
Position: Sr. Vice President/Chief Engineer

First Name: Richard
Last Name: Nota
MI: 
Address: 1750 New Highway
City: Farmingdale
State/Province/Territory: NY
Zip/Postal Code: 11735
Country: US
Position: Chief Financial Officer, Treasurer (not an equity shareholder)

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

Posillico, Inc. 100% ownership of Posillico Civil, Inc.

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

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

Posillico Civil, Inc. has been awarded a contract with Nassau County. Posillico, Inc. is the parent company to Posillico Civil, Inc. and wholly owns Posillico Civil, its affiliates and is solely a holding company and will not participate in this contract.

1 File(s) uploaded 2020 Affiliated and Related Companies.pdf

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

Are there lobbyists involved in this matter?
YES [X] NO

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

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

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
none
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Electronically signed and certified at the date and time indicated by:
Carleen King [CKING@POSILLICOINC.COM]

Dated: 01/31/2020 02:11:31 PM
Title: Preconstruction Manager
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.
Posillico Civil, Inc. Principals, Ownership, Shares and Rentals

PLEASE NOTE: All corporate and financial information of Posillico Civil, Inc. submitted to Nassau County has been marked CONFIDENTIAL and shall not be disclosed to any other parties.

Posillico Civil, Inc. has marked the financial and corporate information in the Nassau County Vendor Portal “Exempt from Disclosure under FOIL.”

We submit that if this corporate information was disclosed and in accordance with §87(2)(a)(b)(c) of the Freedom of Information Law:

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Therefore, the financials and corporate information of Posillico Civil, Inc. is “Exempt from Disclosure” under FOIL. Accordingly, we have marked each page of the financial and corporate documents.
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JE Rental Corp. (S Corp)

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Parent Company
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Posillico Materials, LLC

P Five Management, LLC

Posillico Materials East, LLC
(Operating Agreement signed)

*Posillico Materials East owns Holtsville facility

manufacturing and selling of asphalt

*Managing Member

Note: All members are currently with the firm.
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Gateway-Posillico Joint Venture

Tully-Posillico Joint Venture

Posillico Joint Venture

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Posillico Civil, Inc. and Skanska USA Civil Northeast, Inc.

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Posillico Civil, Inc.

<table>
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<td>Lisa DiPietro</td>
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**CONFIDENTIAL**

NAME, COUNTY ORIGIN, CALIF. (FOIA)
LIST OF PRINCIPAL OFFICERS: 2020

JOSEPH K. POSILLICO - CEO/PRESIDENT

MICHAEL J. POSILLICO - EXECUTIVE VICE PRESIDENT/SECRETARY

JOSEPH D. POSILLICO, III - SR. VICE PRESIDENT

RICHARD NOTA - CFO/TREASURER

ANTHONY C. EVANGELISTA, P.E. - SR. VICE PRESIDENT/CHIEF ENGINEER

MICHAEL J. TROTTA - VICE PRESIDENT, CHIEF ESTIMATOR

MICHAEL PERCIBALLI - VICE PRESIDENT/ENV. DIVISION MGR.

FRED W. LOCHER - VICE PRESIDENT/ PURCHASING

THOMAS SPATAFORA - SR. VICE PRESIDENT, SALES & MARKETING

FRANK FRANZINI - VICE PRESIDENT/RISK MANAGEMENT

CHARLES A. FORTE, JR. - VICE PRESIDENT/PAVING DIVISION MGR.
CHARLES A. FORTE, SR. - VICE PRESIDENT/PRIVATE ASPHALT SALES

LISA DIPPEL – VICE PRESIDENT/HUMAN RESOURCES

DAVID SPOSITO, P.E. – VICE PRESIDENT/NYC DIVISION MANAGER

THOMAS CASSIDY – VICE PRESIDENT/BUSINESS DEVELOPMENT

NOELLE ANDREASSEN – VICE PRESIDENT, CONTROLLER
COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
    Attn: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: September 27, 2019

SUBJECT: RECOMMENDATION OF AWARD

Contract Number: H61587-PR3
Title: Nassau County Priority Resurfacing -- Phase 3
Engineer’s Estimate: $8,774,850.00
Bids Received On: September 17, 2019

The bids received for the above referenced contract have been examined and the bid submitted by Posillico Civil, Inc. in the amount of $8,084,900.00 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Posillico Civil, Inc. is 7.86% below the engineer’s estimate, and adequate funds are available (Capital Project Number 61587-PR3).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

[Signature]

Kenneth G. Arnold
Commissioner

KGA:RM:jd
Attachments

   Rakhal Maitra, Deputy Commissioner
   Loretta Dionisio, Assistant to Deputy Commissioner
   Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
   Jose Viteri, Civil Engineer II

APPROVED:

[Signature]  Date
Brian J. Schneider  9/27/19
Deputy County Executive

DISAPPROVED:

[Signature]  Date
Brian J. Schneider  Date
Deputy County Executive
TO: Kenneth G. Arnold, Commissioner
FROM: Rakhal Maitra, Deputy Commissioner
DATE: September 25, 2019
SUBJECT: RECOMMENDATION OF AWARD

Contract Number: H61587-PR3
Title: Nassau County Priority Resurfacing – Phase 3
Engineer’s Estimate: $8,774,850.00
Bids Received On: September 17, 2019

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by Posillico Civil, Inc., in the amount of $8,084,900.00 is acceptable as the lowest responsible bidder.

The low bid by Posillico Civil, Inc. is 7.86% below the engineer’s estimate and adequate funds are available (Capital Project number H61587-PR3). After reviewing all documentation submitted by the contractor, it was found that Posillico Civil, Inc. meets the required goals for this project. Therefore, it is requested that the Recommendation of Award be prepared for the Commissioner’s signature and forwarded to the County Executive for his action.

Rakhal Maitra
Deputy Commissioner

RM:jd
Attachments
cc: Loretta Dionisio, Assistant to Deputy Commissioner
    Richard Iadevaio Jr., Superintendent of Highway and Drainage Construction
    Jose Viteri, Civil Engineer II
The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>PRICE</th>
<th>TOTAL</th>
<th>TOTAL</th>
<th>MANUFACTURER'S</th>
<th>PERCENTAGE</th>
<th>COST</th>
<th>TOTAL</th>
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<tr>
<td>1</td>
<td>A</td>
<td>1.4</td>
<td>11.06 each</td>
<td>$9,976.84</td>
<td>11,323.80</td>
<td>1,268.80</td>
<td>2,959.55</td>
<td>$15,400.00</td>
<td>100.00%</td>
<td>15,400.00</td>
<td>15,400.00</td>
</tr>
<tr>
<td>2</td>
<td>B</td>
<td>10.4</td>
<td>9.00 each</td>
<td>$9,976.84</td>
<td>92,230.77</td>
<td>1,268.80</td>
<td>2,959.55</td>
<td>$100,000.00</td>
<td>100.00%</td>
<td>100,000.00</td>
<td>100,000.00</td>
</tr>
<tr>
<td>3</td>
<td>C</td>
<td>0.1</td>
<td>11.06 each</td>
<td>$9,976.84</td>
<td>1,106.56</td>
<td>1,106.56</td>
<td>1,106.56</td>
<td>$2,000.00</td>
<td>100.00%</td>
<td>2,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>4</td>
<td>D</td>
<td>0.1</td>
<td>9.00 each</td>
<td>$9,976.84</td>
<td>907.92</td>
<td>907.92</td>
<td>907.92</td>
<td>$2,000.00</td>
<td>100.00%</td>
<td>2,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>5</td>
<td>E</td>
<td>0.1</td>
<td>11.06 each</td>
<td>$9,976.84</td>
<td>1,106.56</td>
<td>1,106.56</td>
<td>1,106.56</td>
<td>$2,000.00</td>
<td>100.00%</td>
<td>2,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>6</td>
<td>F</td>
<td>0.1</td>
<td>9.00 each</td>
<td>$9,976.84</td>
<td>907.92</td>
<td>907.92</td>
<td>907.92</td>
<td>$2,000.00</td>
<td>100.00%</td>
<td>2,000.00</td>
<td>2,000.00</td>
</tr>
</tbody>
</table>

**Total:**

- Quantity: 12.1
- Unit Price: $9,976.84
- Total: $121,739.35
- Manufactory's Percentage: 100.00%
- Cost: $121,739.35
- Total: $121,739.35
TO: Saji Varughese, Project Manager II
FROM: Office of the Commissioner
DATE: July 9, 2019
SUBJECT: CSEA Sub-Contracting Approval
        C19-059 -- H61587-PR3 -- Nassau County Priority Resurfacing Contract -- Phase 3

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C19-059.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.

Roseann D’Alleva
Deputy Commissioner

cc: Ralchal Maitra, Deputy Commissioner
    Loretta Dionisio, Assistant to Deputy Commissioner
    Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
    Jonathan Lesman, Management Analyst II
COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
    Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: May 31, 2019

SUBJECT: CSEA Notification of a Proposed DPW Contract
          Nassau County Priority Resurfacing Contract – Phase 3
          Proposed Contract Number: H61587-PR3

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a construction contract for the following services: Resurfacing of Various County Roads in Nassau County.

2. The work involves the following: Furnishing labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work at various locations in Nassau County. The work operations may include, but not be limited to milling and paving of the existing asphalt pavement, concrete pavement repairs, full depth asphalt and joint repairs, and installation of pavement markings, traffic signal loops and plowable raised reflectorized pavement markers.

3. An estimate of the cost is: $10,330,000.00.

4. An estimate of the duration is: One hundred and eighty (180) calendar days.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Roseann D’Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann D’Alleva
Deputy Commissioner

RD:RM:ac
c: Christopher Nicolino, Director, Office of Labor Relations
    Rakhal Malra, Deputy Commissioner
    Loretta Dionisio, Assistant to Deputy Commissioner
    Christopher Yanick, Unit Head, Financial Management Unit
    Diane Pyne, Unit Head, Human Resources Unit
    Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction
    Jonathan Lesman, Management Analyst II
    Saji Varughese, Project Manager II
FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to USE THIS FORM PROVIDED as the use of ANY OTHER FORM may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned ___________ Positivo Civil, Inc. ___________, as Principal; and ___________ Liberty Mutual Insurance Company ___________, as surety, who
is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price ___________ dollars ($ ___________ of P. P. ___________) for the payment
of which, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this ___________ 6th ___________ day of ___________ September, ___________ 2019

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereeto and hereby made a part hereof, to enter into a contract in
writing for the work under Contract No. ___________ H61587-PR3 ___________ for the
Nassau County Priority Resurfacing Various County Roads in the Town of Hempstead, Phase 3,
Contract No. H61587-PR3 ___________.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the
opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of
the contract as set forth in the contract documents in accordance
with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract
documents for the faithful performance and proper fulfillment of such
contract, which bonds or other security shall be satisfactory in all
respects to the County; and

c. in all respects, comply with the provisions set forth in the
invitation to bid; or if the County of Nassau shall reject the
aforesaid proposal for a reason other than the Principal's failure
to satisfy the County that he has the necessary skill, experience
and liquid assets required for the contract as stated in the
documents aforesaid, then this obligation shall be null and void;
otherwise to remain in full force and effect.
Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Posillico Civil, Inc.
1750 New Highway, Farmingdale, NY 11735

Contractor

by ___________________________ (L.S.)

Michael J. Trotta VP

(Corporate seal of Contractor
Title if a corporation)

by ___________________________ (L.S.)

Title

by ___________________________ (L.S.)

Title

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

Surety

by ___________________________ (L.S.)

Michelle Wannamaker, Attorney-In-Fact

Title of Officer

Witness:

Taylor Crispens, Surety Account Representative

Title of Officer

(Corporate seal of Surety)
(Acknowledgment by Contractor if a corporation)

STATE OF \textit{New York} } )

ss.: \textit{Suffolk} )

On this 19th day of September, 2019, before me personally came \textit{Michael J. Zotta } to me known, who, being by me duly sworn, did depose and say for himself, that he resides in \textit{Suffolk County, New York}, that he is the \textit{VP of the Project}, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\begin{flushright}
\textit{Patricia Kissane} \\
\textit{Notary Public}
\end{flushright}

(Acknowledgment by Contractor if a partnership)

STATE OF \textit{Suffolk} )

ss.: \textit{Suffolk} )

COUNTY OF \textit{Suffolk} )

On this day of 2019, before me personally came \textit{Michael J. Zotta } to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

\begin{flushright}
\textit{Patricia Kissane} \\
\textit{Notary Public}
\end{flushright}

(Acknowledgment by Contractor if an individual.)

STATE OF \textit{Suffolk} )

ss.: \textit{Suffolk} )

COUNTY OF \textit{Suffolk} )

On this day of 2019, before me personally came \textit{Michael J. Zotta } to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

\begin{flushright}
\textit{Patricia Kissane} \\
\textit{Notary Public}
\end{flushright}
STATE OF Maryland

COUNTY OF Baltimore

On this 6th day of September, 2019, before me personally known, who being by me duly sworn, did depose and say that he resides in Harford County, MD

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Terry D. Reynolds further said that he is acquainted with Michelle Wannamaker and knows him to be the Attorney-In-Fact of said company; that the signature subscribed to the within instrument is in the genuine handwriting of the said Michelle Wannamaker and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Terry D. Reynolds

Terry D. Reynolds
Notary Public
Commission Expires July 13, 2022
POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that the Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized in the State of Indiana, (hereinafter referred to as the "Companies"), pursuant to and by authority herein set out, do hereby name, constitute and appoint, Colette B. Lozacq, Gerard S. Maccione, Carolee McPheeters, Nelly Renkovich, Vincent A. Wall, Michelle Wamsnet, individually and collectively as attorneys-in-fact, to execute, seal, acknowledge and deliver, for and on its behalf as surety, and as its act and deed, and for and on its behalf as principal, and for and on its behalf as principal and surety, all and every instrument and thing, deeds, indentures, assignments, mortgages, security agreements, notes, bonds, documents of title, and all other instruments and things required or necessary to be executed, delivered, acknowledged, or otherwise done by it or in its behalf, for the purposes herein contained, as well as any and every further assurance, ratifications and confirmations necessary or proper in connection therewith.

IN WITNESS WHEREOF, the Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 26th day of March 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Corporations and the corporate seals of the Companies have been affixed thereto.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Teresa Paszko, Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Paszko, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2023
Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws and Authorities of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV — OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as nearly as may be, in the name and on its behalf as surety, all and every instrument and thing, deeds, indentures, assignments, mortgages, security agreements, notes, bonds, documents of title, and all other instruments and things required or necessary to be executed, delivered, acknowledged, or otherwise done by the Company, or in its behalf, for the purposes herein contained, as well as any and every further assurance, ratifications and confirmations necessary or proper in connection therewith.

ARTICLE XIII — Execution of Contracts: Section 6. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as nearly as may be, in the name and on its behalf as surety, all and every instrument and thing, deeds, indentures, assignments, mortgages, security agreements, notes, bonds, documents of title, and all other instruments and things required or necessary to be executed, delivered, acknowledged, or otherwise done by the Company, or in its behalf, for the purposes herein contained, as well as any and every further assurance, ratifications and confirmations necessary or proper in connection therewith.

Certificate of Designation: The President of the Company, acting pursuant to the By-Laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as nearly as may be, in the name and on its behalf as surety, all and every instrument and thing, deeds, indentures, assignments, mortgages, security agreements, notes, bonds, documents of title, and all other instruments and things required or necessary to be executed, delivered, acknowledged, or otherwise done by the Company, or in its behalf, for the purposes herein contained, as well as any and every further assurance, ratifications and confirmations necessary or proper in connection therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September 2019.

[Signature]
Renee C. Lebda, Assistant Secretary
ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.
LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>Assets</th>
<th>Liabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Bank Deposits</td>
<td>Unearned Premiums</td>
</tr>
<tr>
<td>$464,341,712</td>
<td>$7,851,429,449</td>
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<tr>
<td>*Bonds — U.S Government</td>
<td>Reserve for Claims and Claims Expense</td>
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<tr>
<td>2,259,714,810</td>
<td>20,165,209,300</td>
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<tr>
<td>*Other Bonds</td>
<td>Funds Held Under Reinsurance Treaties</td>
</tr>
<tr>
<td>11,864,776,740</td>
<td>384,795,327</td>
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<tr>
<td>*Stocks</td>
<td>Reserve for Dividends to Policyholders</td>
</tr>
<tr>
<td>16,527,715,226</td>
<td>1,111,529</td>
</tr>
<tr>
<td>Real Estate</td>
<td>Additional Statutory Reserve</td>
</tr>
<tr>
<td>255,809,551</td>
<td>62,866,000</td>
</tr>
<tr>
<td>Agents’ Balances or Uncollected Premiums</td>
<td>Reserve for Commissions, Taxes and</td>
</tr>
<tr>
<td>5,817,927,234</td>
<td>Other Liabilities</td>
</tr>
<tr>
<td>Accrued Interest and Rents</td>
<td>3,999,822,892</td>
</tr>
<tr>
<td>108,139,840</td>
<td>Total</td>
</tr>
<tr>
<td>Other Admitted Assets</td>
<td>$33,465,234,497</td>
</tr>
<tr>
<td>11,532,139,744</td>
<td>Special Surplus Funds</td>
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<tr>
<td></td>
<td>$43,108,583</td>
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<tr>
<td>Total Admitted Assets</td>
<td>Capital Stock</td>
</tr>
<tr>
<td>$48,830,564,857</td>
<td>10,000,000</td>
</tr>
<tr>
<td></td>
<td>Paid in Surplus</td>
</tr>
<tr>
<td></td>
<td>10,044,912,727</td>
</tr>
<tr>
<td></td>
<td>Unassigned Surplus</td>
</tr>
<tr>
<td></td>
<td>6,287,309,139</td>
</tr>
<tr>
<td></td>
<td>Surplus to Policyholders</td>
</tr>
<tr>
<td></td>
<td>16,365,330,449</td>
</tr>
<tr>
<td></td>
<td>Total Liabilities and Surplus</td>
</tr>
<tr>
<td></td>
<td>$48,830,564,857</td>
</tr>
</tbody>
</table>

* Bonds are stated at amortized or investment value; Stocks at Association Market Value.

The foregoing financial information is taken from Liberty Mutual Insurance Company’s financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

Assistant Secretary
CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.
CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Liberty Mutual Insurance Company
Of Boston Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted by law, and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $15,302,384,949 (Capital $10,000,000) as is shown by its sworn financial statement for the last quarter ending December 31, 2008 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have affixed the official seal of this Department in the City of Albany, this 19th day of March 2009.

[Signature]

Maria T. Vullo
Superintendent

By [Signature]

Ellen R Berbaum
Special Deputy Superintendent
## Wicks Exempt List of Subcontractors

**NOTE:** This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non-responsive.

<table>
<thead>
<tr>
<th>Contractor's Name and Address</th>
<th>Project Description (Project Title, Facility Name and Address)</th>
<th>Bid Date</th>
<th>Total Contract Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pelleco Civil Inc</td>
<td>Resurf. of Various CRs</td>
<td>9/7/19</td>
<td></td>
</tr>
<tr>
<td>180 N Rd Highway</td>
<td>Town of Hemp</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal ID No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- [ ] Plumbing and Gas Fitting
- [ ] Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- [ ] Electric Wiring and Standard Illuminating Fixtures

N/A

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ] and sign on bottom of form, and sign it as required.

<table>
<thead>
<tr>
<th>Subcontractor's Name, Address and Federal ID No.</th>
<th>Check if only one:</th>
<th>General Description of Work</th>
<th>Subcontractor's Contract Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal ID No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal ID No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal ID No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed. Failure to complete this form accurately and in its entirety, may result in a non-responsive bid determination.

Company Authorized Signature: [Signature]  
Title: [Michael J. Trotta, VP]  
Date: 9/16/17
PROPOSAL
To the County of Nassau
RESURFACING OF VARIOUS COUNTY ROADS
IN THE TOWN OF HEMPSTEAD
PHASE 3

Contract No. H61587-PR3

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and
the Instructions to Bidders relating thereto, the undersigned hereby
proposes to furnish all plant, labor, materials, supplies, equipment
and other facilities necessary or proper for or incidental to the
above Contract, as required by and in strict accordance with the plans
and specifications for the "amount named in the proposal hereinafter
described.

In making this proposal the Bidder hereby declares that the
Addenda which has been issued by the County of Nassau and has been
received by him, that all provisions thereof have been complied with
in preparing his bids:

Name of Bidder: Posillico Civil, Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 1750 New Highway Farmingdale, NY

Telephone: 631 249-1872 Date: Sept. 3, 2019

FAX Tele: 631 249-8124 E-Mail: jmeystri@posillico.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:


Name of President: Joseph K. Posillico

President's Domicile:

Name of Vice Pres: See Attached List

Vice Pres's Domicile:

Corporate Officer: Title:

Corporate Officer's Domicile:

Corporate Officer: Title:

Corporate Officer's Domicile:
LIST OF PRINCIPAL OFFICERS: 2019

*JOSEPH K. POSILLICO - CEO/PRESIDENT

*MICHAEL J. POSILLICO - EXECUTIVE VICE PRESIDENT/SECRETARY

*JOSEPH D. POSILLICO, III - SR. VICE PRESIDENT

RICHARD NOTA - CFO/TREASURER

PETER V. BRINDLEY, P.E. - SR. VICE PRESIDENT/COO

ANTHONY C. EVANGELISTA, P.E. - SR. VICE PRESIDENT/CHIEF ENGINEER

MICHAEL J. TROTTA - VICE PRESIDENT, CHIEF ESTIMATOR

MICHAEL PERCIBALLI - VICE PRESIDENT/ENV. DIVISION MGR.

FRED W. LOCHER - VICE PRESIDENT/ PURCHASING

THOMAS SPATAFORA - SR. VICE PRESIDENT, SALES & MARKETING

FRANK FRANZINI - VICE PRESIDENT/RISK MANAGEMENT

CHARLES A. FORTE, JR. - VICE PRESIDENT/PAVING DIVISION MGR.

CHARLES A. FORTE, SR. - VICE PRESIDENT/PRIVATE ASPHALT SALES

LISA DIPPEL - VICE PRESIDENT/HUMAN RESOURCES

DAVID SPOSITO, P.E. - VICE PRESIDENT/NYC DIVISION MANAGER
THOMAS CASSIDY - VICE PRESIDENT/BUSINESS DEVELOPMENT

NOELLE ANDREASSEN - VICE PRESIDENT / CONTROLLER

*Members of Board of Director/Shareholders with interest exceeding 5%
The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.
INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by
   the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid,
   or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements
   of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in
   accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains
   unbalanced bid prices, unless the bidder can show that the
   prices are not unbalanced for the probably required quantity
   of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to
reject all bids whenever he deems it in the best interest of the
County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of
a total bid price, arrived at by taking the sum of the
Approximate Quantities of each item multiplied by the
corresponding Unit Price, and including any Lump Sum Bid on
individual items, in accordance with the items set forth in the
bid proposal.

Bidders are warned that the Approximate Quantities of the
various items of work and material is estimated only, and is
given solely to be used as a uniform basis for the comparison of
bids. The quantities actually required to complete the contract
work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on Lump Sum Contracts will be compared on the basis of
the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here
verification letter regarding your firm's having an approved
State of New York Apprenticeship Training Program.
## Department of Public Works Nassau County, N.Y.

**Bid Sheet for Contract: H61587PR3**

<table>
<thead>
<tr>
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<th>Amount Bid Price Dollars and Cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1X</td>
<td>1.00 LS</td>
<td>Mobilization</td>
<td>For: <strong>Two hundred and fifty thousand dollars 00/00</strong></td>
<td><strong>250,000.00</strong></td>
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<tr>
<td>2</td>
<td>150.00 CY</td>
<td>Unclassified Excavation</td>
<td>For: <strong>Twenty dollars 00/00</strong></td>
<td><strong>20.00</strong></td>
<td><strong>3,000.00</strong></td>
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<tr>
<td>4A</td>
<td>125.00 SY</td>
<td>Cement Concrete Breaking (Pavement)</td>
<td>For: <strong>Sixty dollars 00/00</strong></td>
<td><strong>60.00</strong></td>
<td><strong>925.00</strong></td>
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<tr>
<td>4B</td>
<td>20.00 CY</td>
<td>Cement Concrete Breaking (Structures)</td>
<td>For: <strong>Fifty dollars 00/00</strong></td>
<td><strong>50.00</strong></td>
<td><strong>1,000.00</strong></td>
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<tr>
<td>5C</td>
<td>100.00 CY</td>
<td>Selected Fill</td>
<td>For: <strong>Twenty dollars 00/00</strong></td>
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<td><strong>2,000.00</strong></td>
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<tr>
<td>7</td>
<td>100.00 SY</td>
<td>Preparing Fine Grade</td>
<td>For: <strong>One thousand dollars 00/00</strong></td>
<td><strong>1,000.00</strong></td>
<td><strong>100.00</strong></td>
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<td>12H</td>
<td>9,000.00 LF</td>
<td>Cleaning Existing Drainage System</td>
<td>For: <strong>One thousand four hundred dollars 00/00</strong></td>
<td><strong>1,400.00</strong></td>
<td><strong>36,000.00</strong></td>
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<td>12HX</td>
<td>270.00 EACH</td>
<td>Clean Existing Drainage System Catch Basin</td>
<td>For: <strong>Seven hundred dollars 00/00</strong></td>
<td><strong>700.00</strong></td>
<td><strong>189,000.00</strong></td>
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<td>15X</td>
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<td>Rehabilitation of Catch Basins</td>
<td>For: <strong>Fifty thousand dollars 00/00</strong></td>
<td><strong>50,000.00</strong></td>
<td><strong>13,000.00</strong></td>
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<td>16X</td>
<td>25.00 EACH</td>
<td>Altering Brick Manholes</td>
<td>For: <strong>Five hundred dollars 00/00</strong></td>
<td><strong>500.00</strong></td>
<td><strong>25,000.00</strong></td>
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<tr>
<td>17A</td>
<td>10.00 CY</td>
<td>Class A Concrete for Structures</td>
<td>For: <strong>One thousand dollars 00/00</strong></td>
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<td>24</td>
<td>20.00 CY</td>
<td>Cement Concrete Pavement</td>
<td>For: <strong>Two hundred and five thousand dollars 00/00</strong></td>
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<tr>
<td>24V</td>
<td>12.00 CY</td>
<td>Concrete Valley Gutter</td>
<td>For: <strong>Seven hundred dollars 00/00</strong></td>
<td><strong>700.00</strong></td>
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<td>26</td>
<td>3,800.00 LF</td>
<td>Concrete Curb</td>
<td>For: <strong>Sixty thousand dollars 00/00</strong></td>
<td><strong>60,000.00</strong></td>
<td><strong>210,000.00</strong></td>
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<tr>
<td>26CG</td>
<td>50.00 LF</td>
<td>Monolithic Concrete Curb and Gutter</td>
<td>For: <strong>Sixty-five dollars 00/00</strong></td>
<td><strong>65.00</strong></td>
<td><strong>3,250.00</strong></td>
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<tr>
<td>27</td>
<td>8,000.00 SF</td>
<td>Cement Concrete Sidewalk</td>
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<td>27DW</td>
<td>1,000.00 SF</td>
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<td>28</td>
<td>350.00 SF</td>
<td>Cement Concrete Driveways and Driveway Aprons</td>
<td>25.00</td>
<td>5750.00</td>
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<tr>
<td>29</td>
<td>200.00 SF</td>
<td>Driveway Restoration</td>
<td>1.00</td>
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<tr>
<td>30</td>
<td>50.00 SY</td>
<td>Metal Reinforcement for Concrete Pavement</td>
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<tr>
<td>31</td>
<td>500.00 LF</td>
<td>Transverse Joint Supports</td>
<td>Contingent</td>
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<tr>
<td>32A</td>
<td>200.00 EACH</td>
<td>Longitudinal Joint Ties (Pavement)</td>
<td>Contingent</td>
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<tr>
<td>32X</td>
<td>200.00 EACH</td>
<td>Joint Ties (Grout Type)</td>
<td>Contingent</td>
<td>200.00</td>
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<td>32X-1</td>
<td>200.00 EACH</td>
<td>Load Transfer Device for Cement Concrete Pavilion Repairs</td>
<td>Contingent</td>
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<td>33</td>
<td>1,000.00 LB</td>
<td>Bar Reinforcement for Structures</td>
<td>Contingent</td>
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<td>34</td>
<td>23,500.00 LB</td>
<td>Miscellaneous Metals</td>
<td>1.20</td>
<td>28,500.00</td>
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<td>36CX</td>
<td>220.00 TON</td>
<td>Asphalt Concrete Tying and Leveling Course TYPE 1A (For Cracks in Asphalt Pavement)</td>
<td>125.00</td>
<td>27,500.00</td>
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<td>36DRAR</td>
<td>30,000.00 TON</td>
<td>Rut Avoidance Asphalt Concrete Type 1A (Top RA Resurfacing)</td>
<td>125.00</td>
<td>37,500.00</td>
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<td>58A</td>
<td>100.00 LF</td>
<td>Saw Cutting Existing Non-Roadway Asphalt</td>
<td>Contingent</td>
<td>400.00</td>
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<tr>
<td>58RPC</td>
<td>500.00 LF</td>
<td>Saw Cutting Existing Roadway Pavement and Concrete</td>
<td>Contingent</td>
<td>2500.00</td>
<td></td>
</tr>
</tbody>
</table>

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# Department of Public Works Nassau County, N.Y.

**Bid Sheet for Contract: E61587PR3**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>102</td>
<td>1.00 LS</td>
<td>Work Zone Traffic Control</td>
<td>For: Nine Hundred Fifty Thousand Dollars and No Cents</td>
<td>$150,000.00</td>
<td>$150,000.00</td>
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<tr>
<td>102D</td>
<td>400.00 DAY</td>
<td>Flashing Arrow Board</td>
<td>For: Five Dollars and No Cents</td>
<td>$5.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>102POMS</td>
<td>500.00 DAY</td>
<td>Portable Variable Message Sign</td>
<td>For: Ten Dollars and No Cents</td>
<td>$10.00</td>
<td>$5,000.00</td>
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<tr>
<td>111</td>
<td>5,000.00 SY</td>
<td>Removal and Replacement of Pavements</td>
<td>For: Five Dollars and No Cents</td>
<td>$5.00</td>
<td>$25,000.00</td>
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<tr>
<td>112</td>
<td>50.00 EACH</td>
<td>Adjusting Manholes</td>
<td>For: Two Hundred Forty Dollars and No Cents</td>
<td>$240.00</td>
<td>$12,000.00</td>
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<td>114</td>
<td>300.00 EACH</td>
<td>Adjustment of Water Valve Box Elevation</td>
<td>For: Seventy Five Dollars and No Cents</td>
<td>$75.00</td>
<td>$22,500.00</td>
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<tr>
<td>115</td>
<td>2,500.00 LF</td>
<td>Butt Joints</td>
<td>For: Ten Dollars and No Cents</td>
<td>$10.00</td>
<td>$25,000.00</td>
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<tr>
<td>116A</td>
<td>340,000.00 SY</td>
<td>Profiling and Removal of Asphalt Pavement</td>
<td>For: Three Dollars and No Cents</td>
<td>$10.00</td>
<td>$340,000.00</td>
</tr>
<tr>
<td>116C</td>
<td>100.00 SY</td>
<td>Profiling and Removal of Concrete Pavement</td>
<td>For: Twenty Dollars and No Cents</td>
<td>$20.00</td>
<td>$2,000.00</td>
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<tr>
<td>129</td>
<td>10.00 CY</td>
<td>Cement Concrete Por Pavement Repairs</td>
<td>For: One Thousand Five Hundred Ninety Dollars and No Cents</td>
<td>$1,590.00</td>
<td>$15,800.00</td>
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<tr>
<td>132</td>
<td>100.00 EACH</td>
<td>Flammable Raised Reflectized Pavement Markers</td>
<td>For: Sixty Five Dollars and No Cents</td>
<td>$65.00</td>
<td>$65,000.00</td>
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<tr>
<td>133A</td>
<td>500.00 LF</td>
<td>Cleaning and Resealing of Longitudinal Joints in Portland Cement Concrete Pavement</td>
<td>For: Five Dollars and Twenty One Cents</td>
<td>$5.15</td>
<td>$2,576.00</td>
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<tr>
<td>133B</td>
<td>100.00 LF</td>
<td>Sealing of Transverse Joints in Cement Concrete Pavement</td>
<td>For: Sixty Dollars and Twenty One Cents</td>
<td>$6.35</td>
<td>$635.00</td>
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<tr>
<td>133X</td>
<td>1.00 LS</td>
<td>Clean and Fill Joints and Cracks</td>
<td>For: Two Hundred Thousand Dollars and No Cents</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
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<tr>
<td>136S</td>
<td>25.00 DAY</td>
<td>Survey Stakeout (Per Day)</td>
<td>For: One Hundred Dollars and No Cents</td>
<td>$100.00</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

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**Department of Public Works Nassau County, N.Y.**

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</tr>
</thead>
<tbody>
<tr>
<td>137</td>
<td>1,000.00 LF</td>
<td>Remove Existing Traffic Markings</td>
<td>For: ONE DOLLAR &amp; FIFTY CENTS</td>
<td>Contingent $1.50</td>
<td>$1,500.00</td>
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<td>138</td>
<td>1,000.00 SY</td>
<td>Asphalt Joint Repair</td>
<td>For: TWENTY DOLLARS &amp; NO CENTS</td>
<td>$20.00</td>
<td>$20,000.00</td>
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<tr>
<td>141B</td>
<td>200.00 EACH</td>
<td>Silt Protection For Surface Inlet Drainage Structures</td>
<td>For: THREE HUNDRED DOLLARS &amp; NO CENTS</td>
<td>$300.00</td>
<td>$60,000.00</td>
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<tr>
<td>141C</td>
<td>200.00 EACH</td>
<td>Silt Protection For Curb Inlet Drainage Structures</td>
<td>For: THREE HUNDRED DOLLARS &amp; NO CENTS</td>
<td>$300.00</td>
<td>$60,000.00</td>
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<tr>
<td>195</td>
<td>1.00 LS</td>
<td>Interim Payments (Force)</td>
<td>For: TWO HUNDRED THOUSAND DOLLARS &amp; NO CENTS</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
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<tr>
<td>195A</td>
<td>1.00 LS</td>
<td>Asphalt Price Adjustment (Force)</td>
<td>For: TEN THOUSAND DOLLARS &amp; NO CENTS</td>
<td>$10,000.00</td>
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<td>368</td>
<td>1,000.00 SY</td>
<td>Topsoil and Grass Seed</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
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<td>$10,000.00</td>
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<td>372A</td>
<td>5.00 EACH</td>
<td>Tree Removal - A - (&lt;6&quot; Caliper)</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
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<td>372B</td>
<td>5.00 EACH</td>
<td>Tree Removal - B - (6&quot; - &lt;12&quot; Caliper)</td>
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<td>372C</td>
<td>5.00 EACH</td>
<td>Tree Removal - C - (12&quot; - &lt;24&quot; Caliper)</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
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<tr>
<td>372D</td>
<td>5.00 EACH</td>
<td>Tree Removal - D - (24&quot; - &lt;36&quot; Caliper)</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
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<tr>
<td>372E</td>
<td>2.00 EACH</td>
<td>Tree Removal - E - (36&quot; - &lt;48&quot; Caliper)</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
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<td>Stump Removal - A - (&lt;4&quot; Diameter)</td>
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<tr>
<td>373B</td>
<td>5.00 EACH</td>
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<td>For: TEN DOLLARS &amp; NO CENTS</td>
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<td>373C</td>
<td>5.00 EACH</td>
<td>Stump Removal - C - (6&quot; - &lt;12&quot; Diameter)</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
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<td>373D</td>
<td>5.00 EACH</td>
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<tr>
<td>373E</td>
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<td>Stump Removal - E - (36&quot; - &lt;48&quot; Diameter)</td>
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<td>374A</td>
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<td>Stump Grinding - A - (4&quot; - &lt;6&quot; Diameter)</td>
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<tr>
<td>374B</td>
<td>5.00 EACH</td>
<td>Stump Grinding - B - (6&quot; - &lt;12&quot; Diameter)</td>
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<tr>
<td>374C</td>
<td>5.00 EACH</td>
<td>Stump Grinding - C - (12&quot; - &lt;24&quot; Diameter)</td>
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<tr>
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<td>2.00 EACH</td>
<td>Stump Grinding - D - (24&quot; - &lt;36&quot; Diameter)</td>
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<td>419S-078</td>
<td>100.00 LF</td>
<td>Furnish and Install 3/4 Inch Diameter Steel Conduit</td>
<td>For: Thirty Eight Dollars and Zero Cents</td>
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<td>420R</td>
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<td>For: Two Hundred Dollars and Zero Cents</td>
<td>Contingent 200.00,</td>
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<td>18,000.00 LF</td>
<td>Furnish and Install Loop Wire</td>
<td>For: One Dollar and Twenty Five Cents</td>
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<td>22,500.00</td>
</tr>
<tr>
<td>422LS</td>
<td>6,000.00 LF</td>
<td>Furnish and Install Loop Saw Cut</td>
<td>For: Seventeen Dollars and Zero Cents</td>
<td>17.00,</td>
<td>102,000.00</td>
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<td>422SHE</td>
<td>5.00 EACH</td>
<td>Adjust Traffic Magnetic Vehicle Detector</td>
<td>For: Four Hundred Fifty Dollars and Zero Cents</td>
<td>450.00,</td>
<td>2,250.00</td>
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<tr>
<td>685.0720</td>
<td>250,000.00 LF</td>
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<td>For: Zero Dollars and Forty Five Cents</td>
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* FORCE BID ITEM
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<th>Item No</th>
<th>Item Description</th>
<th>Unit Price Written in words</th>
<th>Unit Bid Price Dollars and Cents</th>
<th>Amount Bid Price Dollars and Cents</th>
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<td>For: Zero Dollars and forty five cents 0.45</td>
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</tr>
<tr>
<td>685.0720 0710</td>
<td>Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) - 20 mils (Wet Night Visibility Spheres)</td>
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<td>744</td>
<td>Force Account Work</td>
<td>For: Two Hundred Thousand Dollars and zero cents $200,000.00</td>
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Total Bid In Numbers $ 8,084,900.00

Total Amount In Words Eight Million Eighty Four Thousand Nine Hundred Dollars and No Cents
VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Pusillico Civil Inc
Contract Title: Priority Resurfacing Various Rds., Phase 3
Contract Number: H61587-PR3

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the “Vendor Portal Registration” button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

[Signature]  [Date] September 16, 2019

Print Name

Michael J. Trotta

If you attempted to register via the Portal but were unable to do so, please explain here:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
NASSAU COUNTY

Vendor Code of Ethics
**POLICY/PROCEDURE TITLE:**  Nassau County Vendor Code of Ethics  
**DATE ISSUED:**  June 5th, 2019

**DEPARTMENT ISSUING:**  Executive - Compliance  
**AUTHORIZED and SIGNED BY:**  
- [Signature]
  Deputy County Executive 
  For Compliance 
  [Signature]
  County Executive

---

**POLICY:**
The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

**PURPOSE:**
To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

**SCOPE:**
All vendors doing business or seeking to do business with Nassau County as specified in the Code.
Vendor Code of Ethics

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,
Vendor Code of Ethics

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business
Vendor Code of Ethics

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor’s behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor’s relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee’s duties on behalf of Nassau County is
Vendor Code of Ethics

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any arrangement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific
Vendor Code of Ethics

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her family members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii) 30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Nassau County SEW Page 18 Created 11/17/2022
Vendor Code of Ethics

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee’s action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.
Vendor Code of Ethics

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6 FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency—Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee’s services with the County.

Section 6.02 Appearance Before Former Agency—Lifetime Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency’s contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.
Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employees' participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.
Vendor Code of Ethics

The Vendor’s responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgements by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees’ participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.
Section 8.03 Subcontractor Certifications.

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.
Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a
Vendor Code of Ethics

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.
CERTIFICATION REGARDING
DISTRIBUTION OF
NASSAU COUNTY VENDOR CODE OF
ETHICS

Bid/Proposal No.: 461587-PR3
Project Description: Res. or Var. CR in the Town of Hempstead, Phase 3

The prospective lower tier participant ______________________________ (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Positica Corp [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee’s participating in the procurement.

Executed this 16th day of Sept., 2019

By ____________________________  Signature of Authorized Official

Michael J. Trotta  Name and Title of Authorized Official
Vice President
Vendor Code of Ethics

PARTICIPATING EMPLOYER
ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Posello Civil Inc
Bid/Proposal No.: H61587 - PR3

I, Michael J. Trotta, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 9/14/19 and that I understand it and will comply with this Code in my participation in procurements between Posello Civil Inc (Vendor name) and Nassau County.

Executed this 16th day of Sept 2019

By Michael J. Trotta, VP
Signature of Employee
Name and Title of Employee
CONTRACTOR CERTIFICATION STATEMENT REGARDING STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR’S NAME: Posillipo Civil, Inc.

TELEPHONE NUMBER: (631) 249-1872

WORK SITE OR FACILITY NAME:

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Pst. Various C.R.s Town of Hempstead

__________________________
Signature

9/16/19
Date

Michael J. Totta, V.P.
Print Name and Title of Signer
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1983 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael J. Trotta - VP
Name and Title of Authorized Representative

Signature

Date 9/14/19

Pasillico Civil, Inc.
Name of Organization

1750 New Highway
Address of Organization

Contract No. HB1587-PR3

Nassau County DPW
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ___

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

[Signature]
(Contractor's Signature)

[Name of Business]
IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofNames.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

a. Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other non governmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

b. Certification that the Bidder's investment in Iran is ceasing: The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date 9/14/19
Print Name and Position Michael J. Truta
PROPOSAL: For all work in accordance with the drawings and specifications:

Posillico Civil Inc.

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number

Firm or Corporation's Federal ID Number 11-1529032

Firm or Corporation's Municipal License ID Number

Municipal Licensing Agency

By: [Signature] Date: 5/16/19

(Print) Michael J. Trotta Title: Vice President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: [Signature]

Secretary

Michael J. Posillico

(CORPORATE) (SEAL)
QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? Yes

2. How many years experience in the construction work of a similar type as this contract has your firm had:
   a. as a Prime Contractor 73
   b. as a Subcontractor

3. List below the construction projects your firm has under way as of this date:

<table>
<thead>
<tr>
<th>Contract Amount of work</th>
<th>Class</th>
<th>Percent Completed</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
</table>

See Attached

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

<table>
<thead>
<tr>
<th>Contract Amount of work</th>
<th>Class</th>
<th>Percent Completed</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
</table>

See Attached

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? No
      If so: identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
      If so: identify the project, the owner, the contract amount, the circumstances and the date of all default actions.
<table>
<thead>
<tr>
<th>Owner</th>
<th>Award Date</th>
<th>Total Contract Amount</th>
<th>Estimated Completion Date</th>
<th>Connect / Phone</th>
<th>Engineer</th>
<th>Contract #</th>
<th>Prime or Sub-Contractor</th>
<th>JV, if applicable</th>
<th>DSN of JV, if applicable</th>
<th>Amount Sublet to Others</th>
<th>Uncompleted Amount</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Department of Public Works 225 Yaphank Ave, Yaphank, NY 11980</td>
<td>4/10/2014</td>
<td>$600,822,000</td>
<td>Dec-19</td>
<td>George Baster - SCPW 631-693-7201 <a href="mailto:george.baster@abstractsuffolkcounty.com">george.baster@abstractsuffolkcounty.com</a></td>
<td>DSM Consultants and Rainbow - Keith Kelly 631-493-8400 Comer</td>
<td>Capital Project 8185 Joint Venture Posillico-Skanska JV 46-4640240</td>
<td>$3,346,395.00</td>
<td>$1,144,295.00</td>
<td>$2,202,100.00</td>
<td>258.00</td>
<td>Sewer Reservoir Expansion</td>
<td></td>
</tr>
<tr>
<td>Suffolk County Department of Public Works 225 Yaphank Ave, Yaphank, NY 11980</td>
<td>12/23/2014</td>
<td>$11,079,000</td>
<td>Dec-19</td>
<td>George Baster - SCPW 631-693-7201 <a href="mailto:george.baster@abstractsuffolkcounty.com">george.baster@abstractsuffolkcounty.com</a></td>
<td>CDM Smith - Keith Kelly, Juan Viola 631-493-8400 Kelly희籍@comer.com</td>
<td>CP 8185 Joint Venture Posillico-Skanska JV 46-4640240</td>
<td>$1,014,385.00</td>
<td>$1,144,295.00</td>
<td>$2,202,100.00</td>
<td>258.00</td>
<td>Sewer Point Improvement to the Pines Effluent Pump Station</td>
<td></td>
</tr>
<tr>
<td>NYSDOT</td>
<td>8/7/2016</td>
<td>$23,430,000</td>
<td>Jul-16</td>
<td>Kanti Sinha, AECG 631-222-1783, <a href="mailto:kanti.sinha@dot.ny.gov">kanti.sinha@dot.ny.gov</a></td>
<td>STV, Inc. Nick Alabrandi 631-693-7201 <a href="mailto:nicholas.alabrandi@stv.com">nicholas.alabrandi@stv.com</a></td>
<td>Prime</td>
<td>$15,426,000.00</td>
<td>$7,448,000.00</td>
<td>$7,448,000.00</td>
<td>258.00</td>
<td>Sagamore Repairs - Loop Section off Long Creek, Meadowbrook Parkway</td>
<td></td>
</tr>
<tr>
<td>NYSDOT</td>
<td>11/17/2017</td>
<td>$18,700,000</td>
<td>Aug-18</td>
<td>Mike McGlinchey, 631-204-7120, <a href="mailto:michael.mcgraw@dot.ny.gov">michael.mcgraw@dot.ny.gov</a></td>
<td>STV, Inc. Ryan Hines 631-204-7120, <a href="mailto:ryan.hines@stv.com">ryan.hines@stv.com</a></td>
<td>Prime</td>
<td>$10,600,000.00</td>
<td>$20,000,000.00</td>
<td>$30,000,000.00</td>
<td>258.00</td>
<td>Design-Build Rehabilitation of the Alexander Monohar Brings Intersection</td>
<td></td>
</tr>
<tr>
<td>Suffolk County Department of Public Works 225 Yaphank Ave, Yaphank, NY 11980</td>
<td>2/15/2018</td>
<td>$200,146,000</td>
<td>Apr-20</td>
<td>Mike McCollum, 631-204-7120, <a href="mailto:michael.mcgraw@dot.ny.gov">michael.mcgraw@dot.ny.gov</a></td>
<td>NNTA 631-752-6510</td>
<td>Joint Venture Tully/Posillico JV 52-0884288</td>
<td>$12,050,000.00</td>
<td>$12,050,000.00</td>
<td>$12,050,000.00</td>
<td>258.00</td>
<td>Design-Build Bruckner Expressway</td>
<td></td>
</tr>
<tr>
<td>Suffolk County Department of Public Works 225 Yaphank Ave, Yaphank, NY 11980</td>
<td>12/22/2018</td>
<td>$147,700,000</td>
<td>Jun-21</td>
<td>George Baster - SCPW 631-693-7201 <a href="mailto:george.baster@abstractsuffolkcounty.com">george.baster@abstractsuffolkcounty.com</a></td>
<td>CDM Smith (Construction Manager) 631-693-7201, <a href="mailto:george.baster@abstractsuffolkcounty.com">george.baster@abstractsuffolkcounty.com</a></td>
<td>CP 8185 Joint Venture GCH/Posillico SELI Owners, JV</td>
<td>$12,050,000.00</td>
<td>$12,050,000.00</td>
<td>$12,050,000.00</td>
<td>258.00</td>
<td>Bergen Point Outfall</td>
<td></td>
</tr>
<tr>
<td>Shinnecock Indian Nation</td>
<td>10/15/16</td>
<td>$12,400,000</td>
<td>Jul-22</td>
<td>Jay Amorello, Shinnecock Nation GCM 631-322-3000</td>
<td>Sironi Construction 631-204-7120, sironi.construction.com</td>
<td>Sub Contractor</td>
<td>$2,907,415</td>
<td>$20,750,777</td>
<td>$20,750,777</td>
<td>258.00</td>
<td>LGA-520 Permanent Asphalt Paving &amp; Milling Arden</td>
<td></td>
</tr>
<tr>
<td>MOR Glen Lake Partners</td>
<td>8/25/16</td>
<td>$65,000,000</td>
<td>Aug-16</td>
<td>Peter Holmes 631-693-7201</td>
<td>GP William Stover 631-693-7201</td>
<td>Prime</td>
<td>$12,223,085</td>
<td>$20,000,000</td>
<td>$20,000,000</td>
<td>258.00</td>
<td>Moran Point Rehabilitation</td>
<td></td>
</tr>
<tr>
<td>Greatstone Forest City Partners</td>
<td>11/13/15</td>
<td>$514,500,000</td>
<td>Nov-16</td>
<td>Michael Gugliard 718-469-6000</td>
<td>Prime</td>
<td>Prime</td>
<td>$161,411,279</td>
<td>$40,000,000</td>
<td>$40,000,000</td>
<td>258.00</td>
<td>Atlantic Yards Stage 2 &amp; 4</td>
<td></td>
</tr>
<tr>
<td>NYSDOT</td>
<td>6/10/2015</td>
<td>$7,289,139</td>
<td>Jun-16</td>
<td>Mike Roeske, BCC 631-524-5400</td>
<td>NYSDOT</td>
<td>Prime</td>
<td>$1,820,540</td>
<td>$5,328,160</td>
<td>$5,328,160</td>
<td>258.00</td>
<td>Asphalt Milling &amp; Resurfacing NY-27</td>
<td></td>
</tr>
<tr>
<td>NYSDOT</td>
<td>6/6/2015</td>
<td>$7,188,018</td>
<td>Dec-19</td>
<td>Justin Leibach, BCC 631-272-4340</td>
<td>NYSDOT</td>
<td>Prime</td>
<td>$1,745,872.12</td>
<td>$7,142,127.00</td>
<td>$7,142,127.00</td>
<td>258.00</td>
<td>Mill Island Road 101 &amp; 105</td>
<td></td>
</tr>
</tbody>
</table>
## Attachment B - Uncompleted Construction Contracts

<table>
<thead>
<tr>
<th>Owner</th>
<th>Award Date</th>
<th>Total Contract Amount</th>
<th>Estimated Completion Date</th>
<th>Contact / Phone</th>
<th>Engineer</th>
<th>Contact #</th>
<th>Prime or Sub-Contractor</th>
<th>JV, if applicable</th>
<th>EIN of JV, if applicable</th>
<th>Amount Sublet to Others</th>
<th>Uncompleted Amount</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Department of Public Works</td>
<td>1/15/2017</td>
<td>$926,660.00</td>
<td>Oct-16</td>
<td>William Hines, PE</td>
<td>Lockwood, Hessle, &amp; Stuman Inc</td>
<td>1-631-365-9423</td>
<td>Prime</td>
<td></td>
<td></td>
<td>$3,655,509.00</td>
<td>$9,374,660.00</td>
<td>Ravena Road 90</td>
</tr>
<tr>
<td>Tennessee Construction Corp.</td>
<td>11/16/2015</td>
<td>$14,092,000</td>
<td>Aug-16</td>
<td>Glenda Johnson</td>
<td>LANZAN Engineering</td>
<td>1-631-560-7372</td>
<td>Sub Contractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Jacobus Metro Tech</td>
</tr>
<tr>
<td>Limerick Construction Co.</td>
<td>3/10/2018</td>
<td>$17,745,800</td>
<td>Jun-15</td>
<td>Jeff Melchion (541) 262-4030</td>
<td>Lizardo Engineering</td>
<td>4700091737</td>
<td>Sub Contractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RV Aquatic Reconstruction</td>
</tr>
<tr>
<td>Triton Construction</td>
<td>10/4/2018</td>
<td>$17,065,200</td>
<td>Aug-10</td>
<td>Lance Parise</td>
<td>Delmar Consulting</td>
<td>(212) 309-8204</td>
<td>Sub Contractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Exhibit 3</td>
</tr>
</tbody>
</table>
## Completed Projects

<table>
<thead>
<tr>
<th>Owner</th>
<th>Award Date</th>
<th>Amount</th>
<th>Completion Date</th>
<th>Contact</th>
<th>Engineer</th>
<th>Contract #</th>
<th>Prime or Sub-Contractor</th>
<th>BIN of JV, if applicable</th>
<th>Total Contract Amount</th>
<th>Misc Sublet to Others</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYU Langone Medical Center</td>
<td>10/9/2023</td>
<td>$28,450,000</td>
<td>Jan-18</td>
<td>Ryan McAller 212-263-0648</td>
<td>LEKA - Structure / MEADE - Architect / Langone - Geotech</td>
<td>100002</td>
<td>Sub Contractor</td>
<td></td>
<td>$28,450,000</td>
<td></td>
<td>NYU LGC Renovate Partition Enclosure &amp; Foundation</td>
</tr>
<tr>
<td>New York City Transit Authority / Metropolitan Transportation Authority (NYCTA)</td>
<td>9/16/2013</td>
<td>$56,560,000</td>
<td>Nov-18</td>
<td>Mohammed Rahman 646-263-4030</td>
<td>NYCTA MTA</td>
<td>900000</td>
<td>Prime</td>
<td></td>
<td>$56,560,000</td>
<td></td>
<td>NYCTA MTA Vent Plant</td>
</tr>
<tr>
<td>NYSDOT</td>
<td>6/17/2017</td>
<td>$18,663,950</td>
<td>Nov-18</td>
<td>NYSDOT</td>
<td></td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td>$18,663,950</td>
<td></td>
<td>Wadsworth Parkway Between Grade &amp; Northern Parkway</td>
</tr>
<tr>
<td>Rockwell University</td>
<td>2015</td>
<td>$28,900,000</td>
<td>Jan-18</td>
<td>Charles Martini 212-304-3910</td>
<td></td>
<td></td>
<td>Prime</td>
<td></td>
<td>$28,900,000</td>
<td></td>
<td>Rockwell University Renovation &amp; Foundation</td>
</tr>
<tr>
<td>GenBuild</td>
<td>7/13/2017</td>
<td>$22,953,367</td>
<td>Jan-19</td>
<td>Matthew DeNero 212-414-6939</td>
<td>MCA-Adoni Architect</td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td>$22,953,367</td>
<td></td>
<td>40 West 30th Street</td>
</tr>
<tr>
<td>Pizzarello 352</td>
<td>8/27/2016</td>
<td>$30,800,000</td>
<td>Aug-18</td>
<td>Brian Lyons 646-303-2907</td>
<td>WSP - Structural &amp; Geotechnical</td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td>$30,800,000</td>
<td></td>
<td>Ocean Bay-Yealy Hospital</td>
</tr>
<tr>
<td>AUG Mechanical and Electrical Contractors, Inc.</td>
<td>1/23/2017</td>
<td>$7,242,370</td>
<td>Feb-18</td>
<td>Angelo Riggs</td>
<td></td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td>$7,242,370</td>
<td></td>
<td>26th Ward Westmore Treatment Plant</td>
</tr>
<tr>
<td>NYUOC FP</td>
<td>10/21/2017</td>
<td>$5,910,960</td>
<td>Aug-18</td>
<td>Peter Viren 646-312-0531</td>
<td>WSP - Structural &amp; Geotechnical</td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td>$5,910,960</td>
<td></td>
<td>Ocean Bay-Yealy Hospital</td>
</tr>
<tr>
<td>MTA Long Island Rail Road</td>
<td>12/12/2015</td>
<td>$329,960</td>
<td>Feb-18</td>
<td>Dave Hamler 516-725-3011</td>
<td>Howard FLY Linc</td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td>$329,960</td>
<td></td>
<td>Quincy Lane and Other Train Stations</td>
</tr>
</tbody>
</table>
c. ever been declared a non-responsible bidder by any municipality or public agency? \(\underline{\text{No}}\)
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations.

d. ever been barred from bidding municipal or public contracts? \(\underline{\text{No}}\)
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? \(\underline{\text{No}}\)
If so; state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? \(\underline{\text{No}}\)
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? \(\underline{\text{No}}\)
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.
d. that has ever been barred from bidding municipal or public contracts? 
If so, state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? 
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

10. In what other lines of business are you financially interested?

- Environmental Services
- Real Estate
11. What is the construction experience of the principal individuals of your firm?

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction Experience</th>
<th>Magnitude and Type of Work</th>
<th>In what Capacity</th>
</tr>
</thead>
</table>

See Attached Resumes

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description, Size, Capacity, Year, etc.</th>
<th>Years of Service</th>
<th>Present Location</th>
</tr>
</thead>
</table>

See Attached Equipment List

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)
JOSEPH K. POSILILCO
CEO / President

EDUCATION:
St. Johns University, Jamaica, NY – 1982-1983
Completed graduate school courses in Management, Finance and Business Law

Villanova University, Villanova, PA – 1977-1981
Bachelor of Civil Engineering (magna cum laude)
Member of the Chi Epsilon and Tau Beta Phi National Honor Societies

PROJECT EXPERIENCE:

POSILILCO CIVIL, INC. / Posillico Environmental, Inc. Farmingdale, NY / 2007 – Present
CEO / President
Provide leadership to position the company’s at the forefront of the industry. Overseer development and management of the organization’s annual strategic plan to advance the company’s mission and objectives to promote revenue, profitability and growth as an organization. Overseer company operations to insure safety, efficiency, quality, service and cost effective management of resources.

Posillico Civil, Inc. / Posillico Environmental, Inc. / Farmingdale, NY / January 2004 – September 2007
President
Oversee project management and estimating functions of organization, across all divisions. Represent the company in negotiations with private and public corporations and clients. Lead organization management staff meetings and company-wide informational meetings and communications.

Posillico Civil, Inc. / Posillico Environmental, Inc. / Farmingdale, NY / April 1987 – January 2004
Secretary
Responsibilities include estimating and coordinating bids for public works projects, seeking out project opportunities with private firms and providing price quotations/negotiations, handling claims and change orders for ongoing and completed projects, management of engineering department staff personnel, provides engineering support.

In charge of two construction projects for the Port Authority of New York/New Jersey at JFK International Airport. Projects involved relocated existing sanitary sewer and water facilities, installation and removal of steel sheet piling, dewatering, construction of a 30’-deep sanitary sewer lift station, and installation of underground tanks. Projects required intense planning and staging to minimize interruptions to airport operations, which included a comprehensive safety program to protect both employees and the general public.

In charge of two construction projects for the New York State Dept. of Transportation. Projects involved the reconstruction of Route 495 in Huntington, N.Y. ($10.8 million) and the construction of Route 878 in Inwood, N.Y. ($25.7 million). Responsibilities included project scheduling, field supervision, project engineering, and negotiating change orders. The project included constructing a bridge over the LIRR, and installing over 16,000 lf of underground sanitary and drainage pipe, 3,600 lf concrete box culvert, and 6,700 lf 48” water main piping and appurtenances.
JOSEPH K. POSILLICO
CEO / President
EXXON COMPANY, U.S.A / May 1985 – March 1987
Terminal Superintendent
In charge of the operation of Exxon Co. USA's Everett, MA. Oil transfer facility. Responsibilities included supervising 8 supervisory and 30 union employees, stewardship over a $5 million dollar per year operating and expense budget, coordinating plant maintenance and repair, participating in labor negotiations, and ensuring compliance with federal and local environmental regulations. Operations at the facility included the handling of over 10 million barrels of petroleum products per year, with shipment/receipt of this product via barge, pipeline, and tank truck.

Terminal Supervisor / November 1983 - February 1987
In charge of Exxon's oil transfer facility in Oceanside, N.Y. Also actively involved in developing and implementing a comprehensive safety program for the approximately 125 employees at Exxon's six oil terminals in the New York Metropolitan area.

Construction & Maintenance Engineer / August 1981 - October 1983
Responsible for overseeing the construction and modernization of Exxon's retail stations on Long Island, N.Y., including replacing underground tanks, installing vapor recovery systems, testing underground tanks, cleaning up oil lost from leaking underground tanks, routine maintenance and ensuring compliance with local safety and environmental regulations.

TRAINING AND CERTIFICATIONS:
Successfully Completed FMI Leadership Institute Program, January 15, 2009
MICHAEL J. POSILILCO  
Executive Vice President, Principal

EDUCATION:  
Clemson University, Clemson, SC, 1984  
B.S., Civil Engineering, Member of Chi Epsilon National Civil Engineering Honor Society.

SUMMARY OF QUALIFICATIONS:  
Mr. Posillico has varied experience in a multitude of civil engineering, environmental and development projects. He has worked with many government agencies and owners in conjunction with the construction, development and remediation of many projects including the NYSDOT, NYSDEC, NYCDEP, USHHA and many other regional municipal agencies. In the past several years he has combined this expertise to promote the clean up and redevelopment of some of the most contaminated projects in our region.

PROJECT EXPERIENCE:

POSILILCO / Farmingdale, NY / 1985 – Present
- From 2010 to present Mr. Posillico has redeveloped Posillico’s Master Facilities including Materials Intermodal Systems, Shop and Mechanic divisions. He also reorganized business development strategies for company wide goals and individual business units. In 2012 he took on the role of Chairman for the New York League of Conservation Voters Long Island Chapter and restructured their platform for implementing a new agenda throughout Long Island. Mr. Posillico is also spearheading a master redevelopment effort of a former quarry in Northern New Jersey.
- From 2005 to 2010 Mr. Posillico has formed 2 new companies, Posillico Development LLC, an organization formed to integrate operations, pool resources and strategically invest in property development and Posillico Consulting, LLC a multi-disciplined Brownfield redevelopment property management and development consulting service. He also expanded Posillico Environmental’s marine and mechanical capabilities, which now encompass dredging, synthetic bulkhead installation, sanitary treatment plant construction and refurbishment. Mr. Posillico also lead a re-branding effort for the “Posillico” companies to improve their recognition under one brand and being dedicated to setting the standard for excellence in the construction industry for getting complex projects completed safely, on time and on budget.
- From 2000 to 2004 Mr. Posillico has focused further on the re-development of environmentally challenged properties in addition to overseeing major projects in Posillico Environmental, Inc. Major projects include the partnership in Glen Isle Development, a 50-acre national brownfield waterfront redevelopment site, redevelopment of the former Citro Fuel Oil Terminal in Island Park, NY and the clean up of the former GTB/Sylvania site in Hicksville, NY.
- From 1997 to 2000 Mr. Posillico has worked on further expansion of thermally treated contaminated soil and dredge spoil recycling into a product known as “Poscrete”. He has also worked on a number of significant environmental projects including recently completed dredging of Lake Capri in West Islip, NY, which involved difficult environmental dredging and processing of sediments and solids with a temporary processing plant. In addition, Mr. Posillico worked on the development of a remedial SVE system at Northville’s Holtsville terminal and affected area with ERM Northeast.

Posillico | We know how.”
www.posillicolz.com
MICHAEL J. POSILILCO
Executive Vice President, Principal

- From 1993 to 1996 Mr. Posillico expanded Blue Water Environmental, Inc. into other specialized remedial projects including an expansive tunnel clean-up project for the Brooklyn Navy Yard Development Corp., shallow soil mixing of hazardous wastes for the NYSDEC at Daus Fasteners in West Islip, NY, and the handling and disposal of dredge sediments from the installation of a cooling tunnel cutfall at the Brooklyn Navy Yard.

- From 1991 to 1993 the majority of Mr. Posillico's efforts were directed to developing a permit with the NYSDEC to thermally treat and recycle petroleum-contaminated soils at Posillico Brothers Asphalt in Farmingdale, N.Y. (Posillico Materials, LLC) During this time period Michael founded and developed the Blue Water Environmental, Inc. petroleum contaminated soil business which is now known as Posillico Environmental, Inc.

- From 1988 to 1991 Mr. Posillico was the Project Manager for reconstruction of the Northern State and Meadowbrook Parkway interchange and the reconstruction of the intersection of Old Country Road and Glen Cove Road. The total value of both projects was over 70 million dollars, which involved complex bridge reconstruction and highway detour routing.

- From 1985 to 1988 Mr. Posillico was the Project Supervisor for NYSDOT. Nighttime reconstruction of the Long Island Expressway, exits 52-57 and exits 32-39. (10 million dollars), the reconstruction of Route 105/107 and the North Service Road in Syosset, NY. (4 million dollars, the reconstruction of the force main and sewer system, Halesite, NY. (2 million dollars)

AFFILIATION:
Mr. Posillico and his partners formed The Posillico Foundation in 2004 donating their time and money to many regional charitable organizations. Mr. Posillico has served numerous charitable and foundation boards including Farmingdale State College Foundation where he served as Foundation President. Mr. Posillico is currently an honorary member of this foundation. He is currently the Chairman for the New York League of Conservation Voters Long Island Chapter and a Board Member of Gilda's Club New York. He formally sat on the Board of Vision Long Island, a regional consortium of professional advocates that promotes "smart growth" in our region, focusing on improving housing, environmental, transportation and economic development and the Long Island Lutheran School Endowment Fund Committee.

CURRENT OFFICE TITLES:
- Posillico Environmental, Inc. -- Executive Vice President, Chairman of the Board
- Posillico Civil, Inc. -- Executive Vice President
- SUNY Farmingdale College Foundation -- Honorary Member
- Vision Long Island -- Board Member
- Posillico Development, LLC -- Managing Partner
- Posillico Consulting, LLC -- Managing Partner
JOSEPH D. POSILlico, III
Senior Vice-President

EDUCATION:
Lehigh University, Bethlehem, PA, 1987 - 1991
B.S., Civil Engineering
Specialty classes in Environmental and Transportation Engineering.

PROJECT EXPERIENCE:

POSILlico CIVIL, INC. / Farmingdale, NY / 2004 – Present
Senior Vice-President Field Operations – Civil, Environmental, Drilling, Materials,
Consulting and Development
• Manage company Safety Department and Risk Management program across all business
disciplines.
• Supervise and mentor General Supervisors, Area Managers and Shop Manager.
• Oversees all equipment and vehicle purchases.
• Reviews and manages job and equipment costs for projects across all business disciplines.

J. D. Posillico, Inc. / Farmingdale, NY / 2001-2004
General Supervisor
Various Municipal and Private Jobs - Head Company Safety Program and Monitor Insurance Claims;
Coordinated all Labor and Equipment between all jobs; Equipment Rentals, Purchases, Maintenance, and
Repairs; Monitor Job Cost, Payments, and Purchasing.

J. D. Posillico, Inc. / Farmingdale, NY / 1997- 2001
Project Manager
Rehabilitation of LIR (Exit 57-64, Holbrook, NY)—2 Contracts - NYS DOT Project Estimate $150
Million; Job Start up, Order all Equipment and Materials; Coordinated work with Suppliers and
Subcontractors.

J. D. Posillico, Inc. / Farmingdale, NY / 1993 - 1997
Project Engineer/Supervisor
Rehabilitation of Route 25 (Jericho Turnpike, Syosset, NY)—3 Contracts - 3 Contracts with NYS DOT
totaling $25 Million; Ordered materials, Payroll, Payments, EEO Requirements, Job Quantities; All
Certifications and Submittals to NYS DOT.
Rehabilitation of Route 27 (Sunrise Highway, Massapequa, NY - NYS DOT Project Estimate: $9 Million;
Safety, Payment, Payroll, Job Cost, Quantity Review, and Payment; Planning, and Scheduling of
manpower and equipment.
Rehabilitation of LIR (Exits 47-49, Plainview, NY - NYS DOT Project Estimate: $42 Million.
JOSEPH D. POSILLICO, III  
Senior Vice-President

Downtown Eatery / Montauk, NY / 1992 - 1993 
Manager 
Rehabilitation, Set up, and Operation of 40 Seat Restaurant, Scheduling, Payroll, Ordering, and Banking.

TRAINING AND CERTIFICATIONS:
• OSHA 30 hour
• Hazmat 40 hour
• CPR
• Defensive Driving
• Leadership Training
• Productivity Training
• Scuba

MEMBERSHIPS:
• AGC
• LICA
• GCA
• DFI
• ADSB
## POSILLICO EQUIPMENT LIST SUMMARY

Equipment rates shall not exceed 100% of the monthly rates, including all applicable modifiers and hourly operating cost found in the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, CA 95110-13333 which is incorporated by reference as if fully set forth in this Agreement.

### Category: AP  Asphalt Paver

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment Description</th>
<th>Vin Number</th>
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<tbody>
<tr>
<td>470</td>
<td>Barber-Greene Paver BG750</td>
<td>BG750X130</td>
</tr>
<tr>
<td>475</td>
<td>CAT Paver AP655C</td>
<td>CATAP655JAYP00239</td>
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<tr>
<td>478</td>
<td>CAT Paver AP1055D</td>
<td>CATAP105EFA00569</td>
</tr>
<tr>
<td>479</td>
<td>CAT Paver AP1055D</td>
<td>FAC00769</td>
</tr>
<tr>
<td>480</td>
<td>Caterpillar AP1055F Mobil-Trac Paver</td>
<td>0TJ5000515</td>
</tr>
<tr>
<td>5002</td>
<td>BidWell Concrete Paver</td>
<td>B36004232010CARR</td>
</tr>
<tr>
<td>891</td>
<td>Falcon MI10259 4 Ton Asphalt Trailer &quot;Hot Box&quot;</td>
<td>1F9P41729EM339035</td>
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### Category: ATT-AUG  Augers

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment Description</th>
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<tbody>
<tr>
<td>596</td>
<td>Digga SD 95 Anchor Drive w/ Linkage &amp; Ryno Hitch Assembly</td>
<td>1704240002</td>
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<tr>
<td>597</td>
<td>Digga MD 110 Anchor Drive w/ Linkage &amp; Ryno Hitch Assembly</td>
<td>1505180002</td>
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<tr>
<td>949</td>
<td>Rototilt Grapple</td>
<td>029-4390</td>
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<tr>
<td>955</td>
<td>Rototilt RT60</td>
<td>088018</td>
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<tr>
<td>956</td>
<td>Ice Drill EX-25</td>
<td>A06291</td>
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<tr>
<td>958</td>
<td>Rototilt RT80</td>
<td>055614</td>
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<tr>
<td>961</td>
<td>McMillen Auger Drive (CAT 318)</td>
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### Category: ATT-BRKR  Breakers

<table>
<thead>
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<th>Item</th>
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<tbody>
<tr>
<td>1105</td>
<td>Shearforce Ripper XR50</td>
<td>14012301</td>
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<tr>
<td>907</td>
<td>Hydraulic Breaker BXR100</td>
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<tr>
<td>937</td>
<td>Hydraulic Breaker BXR120</td>
<td>BXR120-61</td>
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<tr>
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<tr>
<td>939</td>
<td>Hydraulic Breaker BX15</td>
<td>BX-15-199</td>
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<tr>
<td>940</td>
<td>Hydraulic Breaker BX15</td>
<td>B58990</td>
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<tr>
<td>940A</td>
<td>Hydraulic Breaker BX15</td>
<td>BX15-200</td>
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<tr>
<td>940B</td>
<td>Hydraulic Breaker BX15</td>
<td>BX15-230</td>
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<tr>
<td>959</td>
<td>CAT Hydraulic Hammer H65DS</td>
<td>CAT00252TFDG01433</td>
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<tr>
<td>964</td>
<td>CAT Hydraulic Hammer H120S</td>
<td>9MM00608</td>
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<tr>
<td>964A</td>
<td>CAT Hydraulic Hammer H120CS</td>
<td>9MM04947</td>
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<tr>
<td>968</td>
<td>CAT Hydraulic Hammer H70</td>
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<tr>
<td>HB9002</td>
<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
<td>V032B51228</td>
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<td>HB9003</td>
<td>Montabert V4500 13,000 FT/lb. 2 Speed Hydraulic Breaker</td>
<td>V450D50027</td>
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<tr>
<td>HB9005</td>
<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
<td>V032B51268</td>
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<td>HB9006</td>
<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
<td>V032B51269</td>
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<tr>
<td>HB9007</td>
<td>Montabert SC-42 1,250 FT/lb. Hydraulic Breaker</td>
<td>AC4502003</td>
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<tr>
<td>HB9008</td>
<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
<td>V032B51258</td>
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<td>HB9009</td>
<td>Montabert SC-42 1,250 FT/lb. Hydraulic Breaker</td>
<td>AC4502066</td>
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<td>HB9010</td>
<td>Montabert SC-16 350 FT/lb. Hydraulic Breaker</td>
<td>19403468</td>
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<td>HB9011</td>
<td>Montabert SC-36 1,000 FT/lb. Hydraulic Breaker</td>
<td>A01R04984</td>
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<td>HB9012</td>
<td>Montabert SC-42 1,250 FT/lb. Hydraulic Breaker</td>
<td>AC4502244</td>
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<td>HB9013</td>
<td>Montabert M900 3,000 FT/lb. Hydraulic Breaker</td>
<td>M900D51221</td>
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<td>HB9014</td>
<td>Montabert M900 3,000 FT/lb. Hydraulic Breaker</td>
<td>M900D51238</td>
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**Category: ATT-DRILL Drill Attachments**

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>Min Number</th>
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<tbody>
<tr>
<td>1040 Ez Drill 4 Gun</td>
<td>2073</td>
</tr>
<tr>
<td>598 Comacchio 520mm Clamp w/ Hyd Valve Bank &amp; Docking Sled</td>
<td>141699A/B</td>
</tr>
<tr>
<td>599 Double Clamp Series 45-520mm</td>
<td>201510201A8</td>
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<tr>
<td>600 Double Clamp Series 45-520mm</td>
<td>201510202A6</td>
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<tr>
<td>999 Center Rock Scorpion (Breakout Tool)</td>
<td>HJ2400-31</td>
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**Category: BARGE Barges**

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>Min Number</th>
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</thead>
<tbody>
<tr>
<td>701 Flat Deck Barges - 30'x45'</td>
<td></td>
</tr>
<tr>
<td>702 Flat Deck Barges - 30'x45'</td>
<td></td>
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<tr>
<td>703 Flat Deck Barges - 30'x45'</td>
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**Category: BARGE Barges**

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>Min Number</th>
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<tr>
<td>707 JMC Barge 40'x10'</td>
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### Category: BD  Bull Dozers

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>VIN Number</th>
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<tbody>
<tr>
<td>CAT Dozer D5GLGP</td>
<td>CAT00DS5GRKG02917</td>
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<tr>
<td>Komatsu Dozer D21A8</td>
<td>KMT0D057601083586</td>
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<tr>
<td>CAT Dozer D5KLGP</td>
<td>YYY00760</td>
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<tr>
<td>CAT Dozer D5GLGP</td>
<td>CAT00DS5GRKG02991</td>
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<tr>
<td>John Deere Dozer 850KLGP</td>
<td>1T0850KXKB196234</td>
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<tr>
<td>CAT Dozer D6K2LGP</td>
<td>RST00575</td>
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### Category: BOAT  Boats

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<thead>
<tr>
<th>Equipment/Component</th>
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<tbody>
<tr>
<td>Chincoteague Boat 20'</td>
<td>GBOA3459102</td>
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<tr>
<td>Highfield UL340CSM 11'-3&quot; Inflatable Boat - 5 Person</td>
<td>EMDU1594A616</td>
</tr>
<tr>
<td>Highfield CL340CSM 11'-3&quot; Inflatable Boat - 5 Person</td>
<td>EMDC1598A616</td>
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<tr>
<td>Clydesdale 25'-3&quot; 610HP Work Boat</td>
<td>MIO3221017</td>
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### Category: C-BOX  Conex Box

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>BIN Number</th>
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<tbody>
<tr>
<td>8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CC10-707</td>
</tr>
<tr>
<td>8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-10-554</td>
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<tr>
<td>8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-10-701</td>
</tr>
<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-22-209</td>
</tr>
<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-24-281</td>
</tr>
<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>C26-042B-1357</td>
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<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>30/212702</td>
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<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-3689</td>
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<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-21-906</td>
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<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>EISU3309499</td>
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<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>EISU383811</td>
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<tr>
<td>8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>QDCM03A49411</td>
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<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>200010</td>
</tr>
<tr>
<td>8' x 20' &quot;Shanty&quot; Container w/ Swing Doors</td>
<td>1819</td>
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<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>BD-235158</td>
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<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>HSMT50662</td>
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<td>8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>DJ95-00943</td>
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<td>8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CCR-10-452</td>
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<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-2890</td>
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<tr>
<td>8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-324</td>
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<tr>
<td>Equipment/Component</td>
<td>VIN Number</td>
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<tr>
<td>9021 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>KSCF-153025</td>
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<td>9022 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
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<td>9023 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>XCMC 10207571</td>
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<td>9024 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
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<td>9025 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>U-793132</td>
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<tr>
<td>9026 8' x 20' &quot;Shanty&quot; Container w/ Swing Doors</td>
<td>DKC93-04880</td>
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<tr>
<td>9027 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CIMC 21103406</td>
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**Category: CNVY CONVEYOR**

<table>
<thead>
<tr>
<th>Equipment/Component</th>
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<tbody>
<tr>
<td>3028 Edge Conveyor</td>
<td>SNTS6540117</td>
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**Category: CONCR Concrete Equipment**

<table>
<thead>
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<th>Equipment/Component</th>
<th>VIN Number</th>
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<tbody>
<tr>
<td>185 asphalt zipper AZ360 36&quot;</td>
<td>1000595</td>
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<tr>
<td>896 Tecniflue Diesel Grout Mixing Plant TWMG57/D Special Layout</td>
<td>MX-924</td>
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<tr>
<td>898 Tecniflue Diesel Grout Mixing Plant TWMG57/D</td>
<td>MX828</td>
</tr>
<tr>
<td>910 Ironmaster Bar Bender</td>
<td>PG4-2863</td>
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<tr>
<td>918 Pendrill Grout Plant PD1011</td>
<td>068</td>
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<tr>
<td>919 Pendrill Grout Plant PD1011</td>
<td>062</td>
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<td>921 Pendrill Grout Plant PD1011</td>
<td>034</td>
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**Category: CONCR Concrete Equipment**

<table>
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<tbody>
<tr>
<td>922 Tecniflue TM30</td>
<td>MMX00000780</td>
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<tr>
<td>928 Scheltze Grout Mixing Plant MPS 510</td>
<td>160436</td>
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<tr>
<td>941 Ironmaster Bar Bender</td>
<td>RPL0665</td>
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<tr>
<td>9704 Multiquip Concrete Mixer</td>
<td>CD752320</td>
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<tr>
<td>9706 Scheltze RS 3000-E-FU Holding Tank - 792 Gal.</td>
<td>141512</td>
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**Category: CRM-HMR Vibratory Hammers**

<table>
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<tr>
<th>Equipment/Component</th>
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<tbody>
<tr>
<td>602A ABI Hammer MRZV30V</td>
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<tr>
<td>979A ABI Vibratory Hammer TM22</td>
<td>10285</td>
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**Category: CRN-CHPK Cherry Pickers**

<table>
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<tbody>
<tr>
<td>110 Tadano Picker TR450XL4 45 Ton</td>
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<td>112 Tadano Picker GR500XL</td>
<td>540632</td>
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<td>113 Tadano Picker GR750XL4</td>
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### Category: CRN-CRN  Cranes

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<thead>
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<tbody>
<tr>
<td>401 Kobelco Crawler Crane BMS00 50T</td>
<td>FPO1071</td>
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### Category: CRN-HMR  Vibratory Hammers

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<tbody>
<tr>
<td>9700 ID HP3000 Rock Hammer</td>
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<tr>
<td>9701 Zipper Asphalt Zipper SPA211HP3</td>
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<tr>
<td>984 ABI Doub Cass Clamp (24&quot;-48&quot;)</td>
<td>040107, 3601, 3602</td>
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<td>985 ABI Doub Cass Clamp (18&quot;-48&quot;)</td>
<td>2669/834002D/1</td>
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<tr>
<td>987 Movax SG-75V Excavator Mounted Pile Driving System</td>
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<tr>
<td>990 APE VM 250 Variable Moment</td>
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<td>990A APE Doub Cass Clamp 24&quot;-48&quot;</td>
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### Category: DRILL  Drill Rigs

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<td>602 ABI Drill Rig SM18/24SD</td>
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<tr>
<td>923 Comacchio MC15HT Hydraulic Crawler Mounted Drill Rig</td>
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<td>924 Comacchio MC28HD Hydraulic Crawler Drill Rig</td>
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<td>925 Comacchio MC24HT Hydraulic Crawler Mounted Drill Rig</td>
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<td>935 Comacchio Micro Rig MC602</td>
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<td>974 Delmag Drill Rig RH26W</td>
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<td>975 Delmag Rotary Drive RT26W</td>
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<tr>
<td>976 ABI Mobilram TM 14/17V</td>
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<td>976A ABI Vibro Hammer 14/17V</td>
<td>SN5356746ABI</td>
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<td>979 ABI Drill Rig TM22</td>
<td>535.6.1002</td>
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<td>979B ABI Rotary Drive TM22</td>
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<td>991 Delmag Drill Rig RH32</td>
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<td>992 Delmag Drill Rig RH34</td>
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### Category: EXC-BH/LDR  Backhoe Loaders

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<tbody>
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<td>3101 CAT Backhoe Loader 420E</td>
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<td>3102 John Deere Backhoe Loader 310SJ</td>
<td>1T0310SJEBO198123</td>
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<td>3104 John Deere Backhoe Loader 310SJ</td>
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<td>3105 John Deere Backhoe Loader 410J</td>
<td>1T0410JXXBD212062</td>
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<td>3106 John Deere Backhoe Loader 310SJ</td>
<td>1T0310SJB0198133</td>
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<td>333 CAT Backhoe Loader 430F</td>
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<td>335 CAT Backhoe Loader 446B</td>
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<tr>
<td>336 CAT Backhoe Loader 420D</td>
<td>CAT0420DVFDP10945</td>
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<td>337 CAT Backhoe Loader 420D</td>
<td>CAT0420DTBLN08325</td>
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<td>338</td>
<td>CAT Backhoe Loader 420D</td>
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<td>CAT Backhoe Loader 420D</td>
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<td>340</td>
<td>Volvo Backhoe BL70B</td>
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<td>341</td>
<td>CAT Backhoe Loader 420F ST</td>
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<td>CAT Backhoe Loader 420F ST</td>
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**Category: EXC-BH/LDR  Backhoe Loaders**

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<tr>
<td>343</td>
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<td>CAT Backhoe Loader 420F2 ST</td>
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**Category: EXC-EXC  Excavators**

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<td>CAT Excavator 320E LRR</td>
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<td>224</td>
<td>Volvo Excavator ECR305</td>
<td>VCECR305K00110029</td>
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<td>225</td>
<td>Volvo Excavator ECR305</td>
<td>110027</td>
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<td>227</td>
<td>CAT Excavator 321DLCR with Rototilt</td>
<td>ONAS00173</td>
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<td>2300</td>
<td>John Deere Excavator 2250LC</td>
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<td>231</td>
<td>Volvo Excavator ECR235D with Rototilt</td>
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<td>244</td>
<td>Komatsu Excavator PC308USLC-3EO</td>
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<td>246</td>
<td>CAT Excavator 308E</td>
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<td>CAT Excavator 308E</td>
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<td>CAT Excavator 320E LRR</td>
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<td>Komatsu Excavator PC400LC-8</td>
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<td>CAT Excavator 303.5E</td>
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<td>CAT Excavator 320E LRR</td>
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<td>Volvo EC480EL Crawler Excavator</td>
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<td>269</td>
<td>Volvo ECR58D Compact Excavator</td>
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<td>Volvo ECR88D Compact Excavator</td>
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<td>Caterpillar 336FL XE Hydraulic Excavator</td>
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<td>John Deere 245G LC Excavator</td>
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<td>CAT 349F L Hydraulic Excavator</td>
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<td>Volvo ECR88D Compact Excavator</td>
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<td>John Deere 245G LC Excavator</td>
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<td>278 CAT 349F L Hydraulic Excavator</td>
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<td>279 John Deere 245G LC Excavator</td>
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**Category: EXC-EXCW  Wheeled Excavators**

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<td>221 Volvo RT Excavator EW210C</td>
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<td>222 Volvo RT Excavator EW210C</td>
<td>VCE210CC00120078</td>
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<td>223 Volvo RT Excavator EW210C</td>
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<td>2302 John Deere Excavator 210CW</td>
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<td>2303 Caterpillar Excavator M322C</td>
<td>CATM322CCBDK00248</td>
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<td>254 CAT RT Excavator M322C</td>
<td>CATM322CKH200428</td>
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<td>255 CAT RT Excavator M322D</td>
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<td>271 CAT RT Excavator M322F</td>
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<td>330 Volvo EW160D Wheeled Excavator</td>
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<td>331 Volvo Excavator EW160D RT</td>
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<td>332 Volvo RT Excavator EW160D</td>
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<tr>
<td>334 CAT RT Excavator M315D with Rototilt</td>
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**Category: FLIFT  Forklifts**

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<tr>
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<td>206 Mitsubishi FG25N 5,000 Lb. Dual Fuel GAS/LPG Forklift</td>
<td>01043608</td>
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<td>213 Ingersoll Rand Forklift Plant</td>
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**Category: FM  Foam Machines**

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<td>920 Rusmar PFU800/25</td>
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**Category: FM  Foam Machines**

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<tr>
<td>989 Rusmar PFU800/40</td>
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<td>996 Rusmar PFU400/25</td>
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**Category: GRADE  Motor Graders**

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<td>260 CAT Grader12H</td>
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**Category: HT  Haul Truck**

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### Category: LDR-PL  Pay Loaders

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<tr>
<td>CAT Payloader 950M</td>
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<td>CAT Payloader 924G</td>
<td>CAT0924GHD0A01684</td>
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<td>CAT 982M Wheel Loader</td>
<td>CAT0982MKYV01675</td>
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<td>John Deere 444K Wheel Loader</td>
<td>1DW444KZAF668558</td>
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<td>CAT Payloader 980M</td>
<td>CAT0980MKKRS00446</td>
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<td>CAT Payloader 950K</td>
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### Category: LDR-SS  Skid Steer Loader

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<tbody>
<tr>
<td>CAT Skid Steer 252</td>
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<td>CAT Track Skid Steer 299 D</td>
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<td>Bobcat Skid Steer S100</td>
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<td>Bobcat Skid Steer S660</td>
<td>ALJ812229</td>
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<td>CAT Track Skid Steer 299 D</td>
<td>OHCLO0963</td>
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<tr>
<td>Kubota SVL95-2s Track Loader</td>
<td>36941</td>
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<tr>
<td>CAT Skid Steer Loader 272D2 XHP W/ Cold Planer</td>
<td>CMD200306</td>
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### Category: M-AB  Arrow Boards

<table>
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### Category: M-AB Arrow Boards

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<td>Allmand Arrow Board Solar</td>
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<td>Arrow Master Arrow Board</td>
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<td>Wanco WTSV-LSA Arrow-board trailer w/ 15-light display</td>
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<td>Wanco WTSV-LSA Arrow-board trailer w/ 15-light display</td>
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### Category: M-COMP Compressors

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<td>Ingersoll Rand Compressor 185CFM</td>
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<td>Ingersoll Rand Compressor 425CFM</td>
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<td>106</td>
<td>John Deere Compressor 185CFM</td>
<td>2868221341211</td>
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<td>123</td>
<td>Kaeser M57 Portable Air Compressor, 210 CFM, 100 PSI, Diesel</td>
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<td>124</td>
<td>Ingersoll Rand Compressor 375CFM</td>
<td>425215UDVC48</td>
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### Category: M-COMP Compressors

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### Category: M-LT  Light Towers

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### Category: M-SHTBOX  Sheeting Box

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<td>American Shoring Manhole Extension 4'x12'</td>
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### Category: M-SURV  Survey Equipment

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Category: PWR Screen  Screening Plant

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Category: RLR-ST  Static Rollers

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Category: RLR-ST  Static Rollers

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<td>Wacker Neuson RD12A-90 Tandem Asphalt Roller</td>
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Category: RLR-VB  Vibratory Rollers

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## Category: TRL-AL  Aluminum Trailers

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## Category: TRL-DECK  Deck Trailers

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## Category: TRL-ST  Steel Trailers

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**Category: TRK-WTR  Water Truck**

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**Category: VH-PA  Passenger Vehicles**

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**Category: VH-PU  Pickup Trucks**

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<tr>
<td>866  Ford F250 4X2 Supercab</td>
<td>1FTS2X0588E95863</td>
</tr>
<tr>
<td>867  Ford F250 Pick Up W/Plow</td>
<td>1FTBF2B65FEB85002</td>
</tr>
<tr>
<td>869  Ford F250 4X4 Crew Cab Pick Up</td>
<td>1FTFW2B63GEB21211</td>
</tr>
<tr>
<td>870  Chevrolet Pickup 2500HD Double Cab 4WD</td>
<td>1GC2KUEG16Z222214</td>
</tr>
<tr>
<td>871  Chevrolet Pickup 1500 Crew Cab 4WD</td>
<td>3GCUCPTEC6FG121255</td>
</tr>
<tr>
<td>872  Chevrolet Colorado Extended Cab 4WD</td>
<td>1GCHTBEA7G1213524</td>
</tr>
<tr>
<td>VIN Number</td>
<td>Equipment/Component</td>
</tr>
<tr>
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<tr>
<td>1GC2KUEGXFZ543912</td>
<td>Chevrolet Pickup 2500HD Double Cab 4WD</td>
</tr>
<tr>
<td>1GC1KUEG9FF642539</td>
<td>Chevrolet Pickup 2500HD Crew Cab 4WD</td>
</tr>
<tr>
<td>1GC1KUEG5FF642537</td>
<td>Chevrolet Pickup 2500HD Crew Cab 4WD</td>
</tr>
<tr>
<td>1GC2KUEG6FZ543908</td>
<td>Chevrolet Pickup 2500HD Double Cab 4WD</td>
</tr>
<tr>
<td>1GC2KUEG9FZ544131</td>
<td>Chevrolet Pickup 1500 Regular Cab 4WD</td>
</tr>
<tr>
<td>1GCNKNEH6GZ261226</td>
<td>Chevrolet Pickup 1500 Regular Cab 4WD</td>
</tr>
<tr>
<td>1GCNKNEH4GZ261696</td>
<td>Chevrolet Pickup 1500 Regular Cab 4WD</td>
</tr>
<tr>
<td>1GCNKNEH9GZ262343</td>
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<td>1GCNKNEH1GZ264457</td>
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</tr>
<tr>
<td>1GCNKNEH8GZ261474</td>
<td>Chevrolet Pickup 2500HD Double Cab 4WD</td>
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<td>1GC2KUEG6GZ255468</td>
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<tr>
<td>1GC2KUEG5GZ258911</td>
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<td>1GC2KUEG1GZ255455</td>
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<tr>
<td>1GC2KUEG9GZ257552</td>
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**Category: VH-PU  Pickup Trucks**

<table>
<thead>
<tr>
<th>VIN Number</th>
<th>Equipment/Component</th>
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<tbody>
<tr>
<td>1GC2KUEG6GZ319845</td>
<td>Chevrolet Pickup 2500HD Double Cab 4WD</td>
</tr>
<tr>
<td>1GCNKNEH8GZ264634</td>
<td>Chevrolet Pickup 1500 Regular Cab 4WD</td>
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<tr>
<td>VR100</td>
<td>Vehicle Reimbursement Union Employees</td>
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**Category: VH-VAN  Vans**

<table>
<thead>
<tr>
<th>VIN Number</th>
<th>Equipment/Component</th>
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<tbody>
<tr>
<td>1FTSS34S86DA76647</td>
<td>Ford E350 Van</td>
</tr>
<tr>
<td>1FTNE2EW5DBD823272</td>
<td>Ford E250 Van</td>
</tr>
<tr>
<td>1FTNE2EW6DBD824981</td>
<td>Ford E250 Van</td>
</tr>
<tr>
<td>1GC2GHFG3J1267554</td>
<td>Chevrolet Express 3500 Cargo Van 155&quot;</td>
</tr>
<tr>
<td>1FDXE4F6BD8IB4611</td>
<td>Ford E450 Box Truck</td>
</tr>
<tr>
<td>1FTSE3E0CDB32638</td>
<td>Ford E350 Van</td>
</tr>
<tr>
<td>1FTSS34L18DBD44315</td>
<td>Ford E950 Van</td>
</tr>
<tr>
<td>1GCZGHHG7J1271137</td>
<td>Chevrolet Express 3500 Cargo Van 155&quot;</td>
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<tr>
<td>1FTNE2EW1CD87586</td>
<td>Ford E250 Van</td>
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<tr>
<td>1FTNE2EW7DDA23984</td>
<td>Ford E250 Van</td>
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<td>1FTNE2EW4DDA86590</td>
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<td>1GCZGHHF8H1107056</td>
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<td>1FTSS34L48DD13074</td>
<td>Ford Cargo Van E350C</td>
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<td>1GCZGUCF6F1276888</td>
<td>Chevrolet Express 3500 Cargo Van 155&quot;</td>
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<td>1GCZGHHF3G1265982</td>
<td>Chevrolet Express 3500 Cargo Van 155&quot;</td>
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<td>Model/Component</td>
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<tr>
<td>Chevrolet Express 3500 Cargo Van 155a</td>
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**Category: BM-TRK  Boom Truck**

<table>
<thead>
<tr>
<th>Model/Component</th>
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<tbody>
<tr>
<td>Kenworth T800 Boom Truck</td>
<td>1NKDL40X1GI488181</td>
</tr>
<tr>
<td>Kenworth T800 Boom Truck</td>
<td>2NKDLUO977M199976</td>
</tr>
<tr>
<td>Kenworth T800 Boom Truck</td>
<td>1NKDLUO47J173116</td>
</tr>
<tr>
<td>Peterbilt 384 Boom Truck</td>
<td>1NPTX4EX3BD120515</td>
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**Category: TRK-FLT  Flat Trucks**

<table>
<thead>
<tr>
<th>Model/Component</th>
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<tbody>
<tr>
<td>Ford F550 Compressor Truck</td>
<td>1FDUFS57BEC21724</td>
</tr>
<tr>
<td>International Flat Truck with Attenuator</td>
<td>1HTMPAFM67H449596</td>
</tr>
<tr>
<td>International Flat Truck with Attenuator</td>
<td>1HTMPAFM37H398655</td>
</tr>
<tr>
<td>International Flat Truck with Attenuator</td>
<td>1HTMPAFM17H398654</td>
</tr>
<tr>
<td>International Flat Truck with Attenuator</td>
<td>1HTMPAFM77H440972</td>
</tr>
<tr>
<td>Ford F550 Flat Truck Slurry</td>
<td>1FDADF6E59CM87835</td>
</tr>
<tr>
<td>International Flat Truck with Attenuator</td>
<td>1HTMPAFM48H546152</td>
</tr>
<tr>
<td>Ford F550 Rack Body</td>
<td>1FDUFS5HT7ECC81115</td>
</tr>
<tr>
<td>Ford F650 Flat Truck with Attenuator</td>
<td>3FRNF65985V174530</td>
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<tr>
<td>International Flat Truck with Attenuator</td>
<td>1HTMPAFM07H440974</td>
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<tr>
<td>Ford F650 Flat Truck with Attenuator</td>
<td>3FRNF65955V182027</td>
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**Category: TRK-TRCTR  Tractors**

<table>
<thead>
<tr>
<th>Model/Component</th>
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<tbody>
<tr>
<td>Kenworth T800 Tri Axle Tractor</td>
<td>1XKDPBTX29J254021</td>
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<tr>
<td>Kenworth T800 Tri-axle Tractor</td>
<td>1XKDP4TX68JE415490</td>
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**Category: TRK-UTL  Utility Trucks**

<table>
<thead>
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<th>Model/Component</th>
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<tr>
<td>MI/FU VAN</td>
<td>JL6BNG1A3FK018202</td>
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**Category: TRL-LB  Low Bed Trailers**

<table>
<thead>
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<tr>
<td>Fontaine Lowbed 55 Ton Trailer</td>
<td>13NE53302C3555261</td>
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<tr>
<td>Category: VH-PA  Passenger Vehicles</td>
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<td>------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Model</strong></td>
<td><strong>Vehicle ID</strong></td>
</tr>
<tr>
<td>L1601     Chevrolet Tahoe</td>
<td>1GNKSBKC9GR236651</td>
</tr>
<tr>
<td>O0901     Dodge Sprinter</td>
<td>WD0PE845S595394462</td>
</tr>
<tr>
<td>O1301     Mercedes Benz S550</td>
<td>WDDNG9EB9DA516444</td>
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<tr>
<td>O1601     Chevrolet Suburban 4WD 1500 LTZ</td>
<td>1GNSKJKC3GR405184</td>
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<tr>
<td>O1602     Honda CR-V 5DR AWD EX-L NAVI</td>
<td>2HKRM4H72GH691436</td>
</tr>
<tr>
<td>O1701     Ford Explorer XLT</td>
<td>1FM5K8D88HGE31716</td>
</tr>
<tr>
<td>O1702     Ford Escape Titanium</td>
<td>1FMCU9J99HUF00581</td>
</tr>
</tbody>
</table>
14. In what manner have you inspected this proposed work? Explain in detail.

Positiva Personnel visited the job sites. The facility & vicinity was toured & witnessed.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

In general, Positiva intends to follow the suggested sequence & staging of work listed in the Plans & Specs.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Please see the attached resume for Charles A. Tate, Jr.

17. Insurance carried by your firm:

<table>
<thead>
<tr>
<th>Type</th>
<th>Company</th>
<th>Limits of Coverage</th>
<th>Term</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>See Attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ins. Cert.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "Qualifications and Responsibility of Bidders" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.
NOTE: The bidders shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)
STATE OF NEW YORK

COUNTY OF NASSAU
ds:

Michael J. Scott Being duly sworn, deposes and says:
That he resides at XXXXXXXXXXXX Street, in the City of XXXXXXXXXXX that he is the VP of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me this 16th day of Sept., 2019.

Notary

(Form of Affidavit where Bidder is a firm)
STATE OF NEW YORK

COUNTY OF NASSAU
ds:

Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me this day of 20

Notary

(Form of Affidavit where Bidder is an individual)
STATE OF NEW YORK

COUNTY OF NASSAU
ds:

Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me this day of 20

Notary
FINANCIAL STATEMENTS

Posillico Civil, Inc. has marked the financial and corporate information in the Proposal for Nassau County Department of Public Works, Contract: NCDPW – HS1657-PR3 “Exempt from Disclosure under FOIL.”

We submit that if this corporate information was disclosed and in accordance with

§87(2)(a)(b)(c) of the Freedom of Information Law:

1. Each agency shall, in accordance with its published rules, make available for public inspection and copying all records, except that such agency may deny access to records or portions thereof that:

   a. Are specifically exempted from disclosure by state or federal statute;
   b. If disclosed would constitute an unwarranted invasion of personal privacy under the provisions of subdivision two of section eighty-nine of this article; and
   c. If disclosed would impair present or imminent contract awards or collective bargaining negotiations.

Further, §86(3) of FOIL provides that Private corporations or companies are not subject to the Freedom of Information Law under the definition of “Agency.”

Therefore, the financials and corporate information of Posillico Civil, Inc. is “Exempt from Disclosure” under FOIL. Accordingly, we have marked each page of the financials.
<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Unit Price Written in Words</th>
<th>Unit Bid Price Dollars and Cents</th>
<th>Amount Bid Price Dollars and Cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1M</td>
<td>Mobilization</td>
<td>Two Hundred Fifty Thousand Dollars</td>
<td>250,000.00</td>
<td>250,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Unclassified Excavation</td>
<td>Twenty dollars 00 cents</td>
<td>20.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>4A</td>
<td>Cement Concrete Breaking (Favement)</td>
<td>Thirty dollars 00 cents</td>
<td>30.00</td>
<td>425.00</td>
</tr>
<tr>
<td>4B</td>
<td>Cement Concrete Breaking (Structures)</td>
<td>Forty dollars 00 cents</td>
<td>40.00</td>
<td>625.00</td>
</tr>
<tr>
<td>SC</td>
<td>Selected Fill</td>
<td>Twenty dollars 00 cents</td>
<td>20.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Preparing Fine Grade</td>
<td>Twenty dollars 00 cents</td>
<td>20.00</td>
<td>2,000.00</td>
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<tr>
<td>12H</td>
<td>Cleaning Existing Drainage System</td>
<td>One dollar 00 cents</td>
<td>1.00</td>
<td>100.00</td>
</tr>
<tr>
<td>12HX</td>
<td>Clean Existing Drainage System Catch Basin</td>
<td>Four hundred dollars 00 cents</td>
<td>4.00</td>
<td>36,000.00</td>
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<tr>
<td>15K</td>
<td>Rehabilitation of Catch Basins</td>
<td>Seven hundred dollars 00 cents</td>
<td>700.00</td>
<td>189,000.00</td>
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<tr>
<td>16X</td>
<td>Altering Brick Manholes</td>
<td>Five hundred sixty dollars 00 cents</td>
<td>560.00</td>
<td>13,000.00</td>
</tr>
<tr>
<td>17A</td>
<td>Class A Concrete for Structures</td>
<td>One hundred dollars 00 cents</td>
<td>100.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>24</td>
<td>Cement Concrete Favement</td>
<td>One hundred dollars 00 cents</td>
<td>100.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>24V</td>
<td>Concrete Valley Gutter</td>
<td>Seven hundred dollars 00 cents</td>
<td>700.00</td>
<td>8,400.00</td>
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<tr>
<td>26</td>
<td>Concrete Curb</td>
<td>Forty dollars 00 cents</td>
<td>40.00</td>
<td>210,000.00</td>
</tr>
<tr>
<td>26CG</td>
<td>Monolithic Concrete Curb and Gutter</td>
<td>Seventy-five dollars 00 cents</td>
<td>75.00</td>
<td>3,250.00</td>
</tr>
</tbody>
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* FORCE BID ITEM
<table>
<thead>
<tr>
<th>Item No</th>
<th>Engineers Estimate</th>
<th>Item Description</th>
<th>Unit Price Written in words</th>
<th>Unit Bid Price Dollars and Cents</th>
<th>Amount Bid Price Dollars and Cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>8,000.00 SF</td>
<td>Cement Concrete Sidewalk</td>
<td>For: Ninety dollars 00 cents</td>
<td>9.00</td>
<td>72,000.00</td>
</tr>
<tr>
<td>27DW</td>
<td>1,000.00 SF</td>
<td>Detectable Warning Surface</td>
<td>For: Seventy-five dollars 00 cents</td>
<td>75.00</td>
<td>45,000.00</td>
</tr>
<tr>
<td>28</td>
<td>350.00 SF</td>
<td>Cement Concrete Driveways and Driveway Aprons</td>
<td>For: Twenty-five dollars 00 cents</td>
<td>25.00</td>
<td>8,750.00</td>
</tr>
<tr>
<td>29</td>
<td>200.00 SF</td>
<td>Driveway Restoration</td>
<td>For: Twenty-five dollars 00 cents</td>
<td>25.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>30</td>
<td>50.00 SY</td>
<td>Metal Reinforcement for Concrete Pavement</td>
<td>For: One dollar 00 cents</td>
<td>1.00</td>
<td>50.00</td>
</tr>
<tr>
<td>31</td>
<td>500.00 LF</td>
<td>Transverse Joint Supports</td>
<td>For: One dollar 00 cents</td>
<td>1.00</td>
<td>500.00</td>
</tr>
<tr>
<td>32A</td>
<td>200.00 EACH</td>
<td>Longitudinal Joint Ties (Pavement)</td>
<td>For: One dollar 00 cents</td>
<td>1.00</td>
<td>200.00</td>
</tr>
<tr>
<td>32X</td>
<td>200.00 EACH</td>
<td>Joint Ties (Grout Type)</td>
<td>For: One dollar 00 cents</td>
<td>1.00</td>
<td>200.00</td>
</tr>
<tr>
<td>32X-1</td>
<td>200.00 EACH</td>
<td>Load Transfer Device for Cement Concrete Pavement Repairs</td>
<td>For: Two dollars 00 cents</td>
<td>2.00</td>
<td>400.00</td>
</tr>
<tr>
<td>33</td>
<td>1,000.00 LB</td>
<td>Bar Reinforcement for Structures</td>
<td>For: No dollars 00 cents</td>
<td>0.50</td>
<td>500.00</td>
</tr>
<tr>
<td>34</td>
<td>23,500.00 LB</td>
<td>Miscellaneous Metals</td>
<td>For: One dollar 20 cents</td>
<td>1.20</td>
<td>28,500.00</td>
</tr>
<tr>
<td>36CX</td>
<td>220.00 TON</td>
<td>Asphalt Concrete Truing and Leveling Course Type 1A (For Cracks in Asphalt Pavement)</td>
<td>For: One hundred seventy-five dollars 00 cents</td>
<td>175.00</td>
<td>2,150.00</td>
</tr>
<tr>
<td>36DRAR</td>
<td>30,000.00 TON</td>
<td>Rut Avoidance Asphalt Concrete Type 1A (Top RA Resurfacing)</td>
<td>For: One hundred seventy-five dollars 00 cents</td>
<td>175.00</td>
<td>3,750.00</td>
</tr>
<tr>
<td>58A</td>
<td>100.00 LF</td>
<td>Saw Cutting Existing Non-Roadway Asphalt</td>
<td>For: Four dollars 00 cents</td>
<td>4.00</td>
<td>400.00</td>
</tr>
<tr>
<td>58RPC</td>
<td>500.00 LF</td>
<td>Saw Cutting Existing Roadway Pavement and Concrete</td>
<td>Force dollars 00 cents</td>
<td>5.00</td>
<td>2,500.00</td>
</tr>
</tbody>
</table>

* FORCED BID ITEM
NO TEXT ON THIS PAGE
<table>
<thead>
<tr>
<th>Item No</th>
<th>Engineers Estimate</th>
<th>Item Description</th>
<th>Unit Price Written in words</th>
<th>Unit Bid Price Dollars and Cents</th>
<th>Amount Bid Price Dollars and Cents</th>
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</thead>
<tbody>
<tr>
<td>102</td>
<td>1.00 LS</td>
<td>Work Zone Traffic Control</td>
<td>For: Nine Hundred Fifty Thousand Dollars and No Cents</td>
<td>$950,000.00</td>
<td>$950,000.00</td>
</tr>
<tr>
<td>102D</td>
<td>400.00 DAY</td>
<td>Flashing Arrow Board</td>
<td>For: Five Dollars and No Cents</td>
<td>$5.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>102P</td>
<td>500.00 DAY</td>
<td>Portable Variable Message Sign</td>
<td>For: Ten Dollars and No Cents</td>
<td>$10.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>111</td>
<td>5,000.00 SY</td>
<td>Removal and Replacement of Pavements</td>
<td>For: Five Dollars and No Cents</td>
<td>$5.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>112</td>
<td>50.00 EACH</td>
<td>Adjusting Manholes</td>
<td>For: Two Hundred Forty Dollars and No Cents</td>
<td>$240.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>114</td>
<td>300.00 EACH</td>
<td>Adjustment of Water Valve Box Elevation</td>
<td>For: Seventy Five Dollars and No Cents</td>
<td>$75.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>115</td>
<td>2,500.00 LF</td>
<td>Butt Joints</td>
<td>For: Ten Dollars and No Cents</td>
<td>$25.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>116A</td>
<td>340,000.00 SY</td>
<td>Profiling and Removal of Asphalt Pavement</td>
<td>For: Three Dollars and No Cents</td>
<td>$3.00</td>
<td>$1,020,000.00</td>
</tr>
<tr>
<td>116C</td>
<td>100.00 SY</td>
<td>Profiling and Removal of Concrete Pavement</td>
<td>Contingent</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>129</td>
<td>10.00 CY</td>
<td>Cement Concrete For Pavement Repairs</td>
<td>For: One Thousand Five Hundred Dollars and No Cents</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>132</td>
<td>100.00 EACH</td>
<td>Flawed Raised Reflectorized Pavement Markers</td>
<td>For: Sixty Five Dollars and No Cents</td>
<td>$65.00</td>
<td>$650.00</td>
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<tr>
<td>133A</td>
<td>500.00 LF</td>
<td>Cleaning and Resealing of Longitudinal Joints in Portland Cement Concrete Pavement</td>
<td>For: Five Dollars and Seventy Five Cents</td>
<td>$5.75</td>
<td>$2,876.00</td>
</tr>
<tr>
<td>133B</td>
<td>100.00 LF</td>
<td>Sealing of Transverse Joints in Cement Concrete Pavement</td>
<td>For: Nine Hundred Fifty Thousand Dollars and No Cents</td>
<td>$950,000.00</td>
<td>$950,000.00</td>
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<tr>
<td>133X</td>
<td>1.00 LS</td>
<td>Clean and Fill Joints and Cracks</td>
<td>For: Two Hundred Thousand Dollars and No Cents</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>136S</td>
<td>25.00 DAY</td>
<td>Survey Stakeout (Per Day)</td>
<td>For: One Hundred Dollars and No Cents</td>
<td>$100.00</td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>

* FORCE BID ITEM
<table>
<thead>
<tr>
<th>Item No</th>
<th>Unit Price Written in Words</th>
<th>Unit Bid Price Dollars and Cents</th>
<th>Amount Bid Price Dollars and Cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>137</td>
<td>For: ONE DOLLAR &amp; SIXTY CENTS</td>
<td>Contingent $1.50</td>
<td>$1,500.00</td>
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<tr>
<td>138</td>
<td>For: TWENTY DOLLARS &amp; NO CENTS</td>
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<tr>
<td>141B</td>
<td>For: THREE HUNDRED DOLLARS &amp; NO CENTS</td>
<td>$300.00</td>
<td>$60,000.00</td>
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<tr>
<td>141C</td>
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<td>$60,000.00</td>
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<tr>
<td>199</td>
<td>For: TWO THOUSAND DOLLARS &amp; NO CENTS</td>
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<td>$200,000.00</td>
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<tr>
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<td>365</td>
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<tr>
<td>372A</td>
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<tr>
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<td>$50.00</td>
</tr>
<tr>
<td>372C</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
<td>Contingent $10.00</td>
<td>$50.00</td>
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<tr>
<td>372D</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
<td>Contingent $10.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>372E</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
<td>Contingent $10.00</td>
<td>$50.00</td>
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<tr>
<td>373A</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
<td>Contingent $10.00</td>
<td>$50.00</td>
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<tr>
<td>373B</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
<td>Contingent $10.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>373C</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
<td>Contingent $10.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>373D</td>
<td>For: TEN DOLLARS &amp; NO CENTS</td>
<td>Contingent $10.00</td>
<td>$50.00</td>
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* FORCE BID ITEM
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<tr>
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<th>Engineers Estimate</th>
<th>Item Description</th>
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<th>Unit Bid Price Dollars and Cents</th>
<th>Amount Bid Price Dollars and Cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>373E</td>
<td>5.00 EACH</td>
<td>Stump Removal - E (36&quot; - &lt;48&quot; Diameter)</td>
<td>For: Ten Dollars and Zero Cents</td>
<td>Contingent 10.00</td>
<td>50.00</td>
</tr>
<tr>
<td>374A</td>
<td>5.00 EACH</td>
<td>Stump Grinding -A- (4&quot; - &lt;6&quot; Diameter)</td>
<td>For: Ten Dollars and Zero Cents</td>
<td>Contingent 10.00</td>
<td>50.00</td>
</tr>
<tr>
<td>374B</td>
<td>5.00 EACH</td>
<td>Stump Grinding -B- (6&quot; - &lt;12&quot; Diameter)</td>
<td>For: Ten Dollars and Zero Cents</td>
<td>Contingent 10.00</td>
<td>50.00</td>
</tr>
<tr>
<td>374C</td>
<td>5.00 EACH</td>
<td>Stump Grinding -C- (12&quot; - &lt;24&quot; Diameter)</td>
<td>For: Ten Dollars and Zero Cents</td>
<td>Contingent 10.00</td>
<td>50.00</td>
</tr>
<tr>
<td>374D</td>
<td>2.00 EACH</td>
<td>Stump Grinding -D- (24&quot; - &lt;36&quot; Diameter)</td>
<td>For: Ten Dollars and Zero Cents</td>
<td>Contingent 10.00</td>
<td>20.00</td>
</tr>
<tr>
<td>4198-075</td>
<td>100.00 LF</td>
<td>Furnish and Install 3/4 Inch Diameter Steel Conduit</td>
<td>For: Thirty Eight Dollars and Zero Cents</td>
<td>Contingent 38.00</td>
<td>3,800.00</td>
</tr>
<tr>
<td>420R</td>
<td>5.00 EACH</td>
<td>Regrade a Pullbox Frame and Cover</td>
<td>For: Two Hundred Dollars and Zero Cents</td>
<td>Contingent 200.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>422L</td>
<td>18,000.00 LF</td>
<td>Furnish and Install Loop Wire</td>
<td>For: One Dollar and Twenty Five Cents</td>
<td>Contingent 1.25</td>
<td>22,500.00</td>
</tr>
<tr>
<td>422LS</td>
<td>6,000.00 LF</td>
<td>Furnish and Install Loop Saw Cut</td>
<td>For: Seventeen Dollars and Thirty Five Cents</td>
<td>Contingent 17.00</td>
<td>102,000.00</td>
</tr>
<tr>
<td>422SH2</td>
<td>5.00 EACH</td>
<td>Adjust Traffic Magnetic Vehicle Detector</td>
<td>For: Four Hundred Fifty Dollars and Zero Cents</td>
<td>Contingent 450.00</td>
<td>2,250.00</td>
</tr>
<tr>
<td>685.07200110</td>
<td>250,000.00 LF</td>
<td>White Epoxy ReflectORIZED Pavement Stripes - 20 mils (Wet Night Visibility Spheres)</td>
<td>For: Zero Dollars and Forty Five Cents</td>
<td>Contingent 0.45</td>
<td>112,500.00</td>
</tr>
<tr>
<td>685.07200210</td>
<td>275.00 EACH</td>
<td>White Epoxy ReflectORIZED Pavement Letters - 20 mils (Wet Night Visibility Spheres)</td>
<td>For: Ninety Five Dollars and Zero Cents</td>
<td>Contingent 95.00</td>
<td>261,250.00</td>
</tr>
<tr>
<td>685.07200310</td>
<td>350.00 EACH</td>
<td>White Epoxy ReflectORIZED Pavement Symbols - 20 mils (Wet Night Visibility Spheres)</td>
<td>For: One Hundred Thirty Five Dollars and Zero Cents</td>
<td>Contingent 135.00</td>
<td>971,250.00</td>
</tr>
</tbody>
</table>

* Force Bid Item
<table>
<thead>
<tr>
<th>Item No</th>
<th>Estimate</th>
<th>Item Description</th>
<th>Unit Price Written in words</th>
<th>Unit Bid Price</th>
<th>Amount Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>685.0720 0410</td>
<td>60,000.00 LF</td>
<td>White Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 mils (Wet Night Visibility Sheres)</td>
<td>For: One Dollar and fifty five cents</td>
<td>1.55</td>
<td>93,000.00</td>
</tr>
<tr>
<td>685.0720 0610</td>
<td>250,000.00 LF</td>
<td>Yellow Epoxy ReflectORIZED Pavement Stripes - 20 mils (Wet Night Visibility Sheres)</td>
<td>For: Zero Dollars and forty five cents</td>
<td>0.45</td>
<td>112,500.00</td>
</tr>
<tr>
<td>685.0720 0710</td>
<td>15,000.00 LF</td>
<td>Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 mils (Wet Night Visibility Sheres)</td>
<td>For: One Dollar and fifty five cents</td>
<td>1.55</td>
<td>23,250.00</td>
</tr>
<tr>
<td>744 *</td>
<td>1.00 LS</td>
<td>Force Account Work</td>
<td>For: Two Hundred Thousand Dollars and zero cents</td>
<td>$200,000.00</td>
<td>200,000.00</td>
</tr>
</tbody>
</table>

Total Bid in Numbers $8,084,900.00

Total Amount in Words Eight Million Eighty Four Thousand Nine hundred dollars 0/00 cents

* FORCE BID ITEM
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1993 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael J. Trotta - VP
Name and Title of Authorized Representative

[Signature]
Signature

[Date]
Date

Polsillico Civil, Inc.
Name of Organization

1750 New Highway
Address of Organization

Farmingdale, NY 11735
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? ______

2. How many years experience in the construction work of a similar type as this contract has your firm had?
   a. as a Prime Contractor ______
   b. as a Subcontractor ______

3. List below the construction projects your firm has under way as of this date:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of work</th>
<th>Percent</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
</table>

   See Attached

   (use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of work</th>
<th>Percent</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
</table>

   See Attached

   (use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? 
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? 
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions.
<table>
<thead>
<tr>
<th>Owner</th>
<th>Award Date</th>
<th>Total Contract Amount</th>
<th>Estimated Completion Date</th>
<th>Contract #</th>
<th>Engineer</th>
<th>Prime or Sub-Contractor</th>
<th>JV, if applicable</th>
<th>EDN of JV, if applicable</th>
<th>Amount Subject to Obers</th>
<th>Uncompleted Amount</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980</td>
<td>4/10/2014</td>
<td>$89,382,500</td>
<td>Dec-19</td>
<td>SC249W</td>
<td>Romanov and Company</td>
<td>Joint Venture</td>
<td>Positive-Staneks JV</td>
<td>40-482140-432</td>
<td>$9,134,266.00</td>
<td>$19,382,500.00</td>
<td>Sewage Plant Cleaning and Removal</td>
</tr>
<tr>
<td>Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980</td>
<td>12/23/2016</td>
<td>$11,478,000</td>
<td>Dec-19</td>
<td>SC249W</td>
<td>Romanov and Company</td>
<td>Joint Venture</td>
<td>Positive-Staneks JV</td>
<td>40-482140-432</td>
<td>$5,739,000.00</td>
<td>$11,478,000.00</td>
<td>Sewage Plant Cleaning and Removal</td>
</tr>
<tr>
<td>Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980</td>
<td>9/13/2016</td>
<td>$22,497,000</td>
<td>Jul-16</td>
<td>SC249W</td>
<td>Romanov and Company</td>
<td>Joint Venture</td>
<td>Positive-Staneks JV</td>
<td>40-482140-432</td>
<td>$5,739,000.00</td>
<td>$11,478,000.00</td>
<td>Sewage Plant Cleaning and Removal</td>
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<tr>
<td>Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980</td>
<td>11/17/2017</td>
<td>$30,760,000</td>
<td>Aug-19</td>
<td>SC249W</td>
<td>Romanov and Company</td>
<td>Joint Venture</td>
<td>Positive-Staneks JV</td>
<td>40-482140-432</td>
<td>$8,485,000.00</td>
<td>$14,260,000.00</td>
<td>Design-Build Rehabilitation of the Nassau Refuse Transfer Station</td>
</tr>
<tr>
<td>Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980</td>
<td>12/5/2018</td>
<td>$294,200,000</td>
<td>Sep-20</td>
<td>SC249W</td>
<td>Romanov and Company</td>
<td>Joint Venture</td>
<td>Positive-Staneks JV</td>
<td>40-482140-432</td>
<td>$29,420,000.00</td>
<td>$264,780,000.00</td>
<td>Design-Build Rehabilitation of the Nassau Refuse Transfer Station</td>
</tr>
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</table>
| Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980 | 12/5/2018  | $187,100,000          | Jun-21                    | SC249W           | Romanov and Company              | Joint Venture           | Positive-Staneks JV | 40-482140-432         | $15,000,000.00         | $172,100,000.00      | Skanska Falmouth O 

| Skanska Falmouth O Ducksport             | 10/39/18   | $24,700,000           | Jul-22                    | SC249W           | Romanov and Company              | Joint Venture           | Positive-Staneks JV | 40-482140-432         | $13,120,000.00         | $11,580,000.00       | Skanska Falmouth O Ducksport                |
| PDR John F Kennedy Partners              | 6/5/2017   | $30,750,000           | Apr-19                    | SC249W           | Romanov and Company              | Joint Venture           | Positive-Staneks JV | 40-482140-432         | $22,000,000.00         | $8,750,000.00        | PDR John F Kennedy Partners                 |
| Greenland Forest City Partners           | 11/12/13   | $574,200,000          | Nov-19                    | SC249W           | Romanov and Company              | Joint Venture           | Positive-Staneks JV | 40-482140-432         | $151,414,000.00        | $422,786,000.00      | PDR John F Kennedy Partners                 |
| Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980 | 12/5/2018  | $7,282,000            | Nov-19                    | SC249W           | Romanov and Company              | Joint Venture           | Positive-Staneks JV | 40-482140-432         | $1,620,000.00          | $7,282,000.00        | Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980 |
| Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980 | 6/25/2018  | $7,418,000            | Dec-19                    | SC249W           | Romanov and Company              | Joint Venture           | Positive-Staneks JV | 40-482140-432         | $1,748,762.18          | $5,669,237.82        | Suffolk County Department of Public Works 335 Yaphank Ave, Yaphank, NY 11980 |
## Attachment B - Uncompleted Construction Contracts

<table>
<thead>
<tr>
<th>Owner</th>
<th>Award Date</th>
<th>Total Contract Amount</th>
<th>Estimated Completion Date</th>
<th>Contact / Phone</th>
<th>Engineer</th>
<th>Contact #</th>
<th>Prime or Sub-Contractor</th>
<th>EIN of JV, if applicable</th>
<th>JV, if applicable</th>
<th>Amount Sublet to Others</th>
<th>Uncompleted Amount</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Department of Public Works</td>
<td>1/1/2021</td>
<td>$12,000,000</td>
<td>5th-19</td>
<td>William Himan, PE</td>
<td>Lockwood, Newell</td>
<td>RP 2050</td>
<td>Prime</td>
<td></td>
<td></td>
<td>$3,055,024.00</td>
<td>$2,256,000.00</td>
<td>Receiving County Road 50</td>
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<tr>
<td>IRMACON CONSTRUCTION SCHOOL OF NY</td>
<td>11/7/2016</td>
<td>$4,500,000</td>
<td>Aug-16</td>
<td>GLENN JOHNSON</td>
<td>LANGAN ENGINEERING</td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td></td>
<td>$1,203,892.48</td>
<td>$1,468,569.00</td>
<td>Jacob Javits Transformer Building</td>
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<tr>
<td>Turner Construction Co.</td>
<td>3/1/2018</td>
<td>$17,000,000</td>
<td>Jun-19</td>
<td>Jeff Mariano (540) 252-4030</td>
<td>Lizardo Engineering</td>
<td>4760091767</td>
<td>Sub Contractor</td>
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<td></td>
<td>$7,252,068.14</td>
<td>$1,163,622.00</td>
<td>NY Aquarium Restoration</td>
</tr>
<tr>
<td>Triton Construction</td>
<td>1/2/2018</td>
<td>$17,000,000</td>
<td>Aug-16</td>
<td>Lance Freidin (212) 358-6700</td>
<td>Delmonico Consulting</td>
<td></td>
<td>Sub Contractor</td>
<td></td>
<td></td>
<td>$1,824,602.39</td>
<td>$500,720.00</td>
<td>Exhibit 3</td>
</tr>
<tr>
<td>Owner</td>
<td>Award Date</td>
<td>Amount</td>
<td>Completion Date</td>
<td>Contact</td>
<td>Prime or Sub-Contractor</td>
<td>Contract #</td>
<td>BIN of JV, if applicable</td>
<td>Total Contract Amount</td>
<td>Amt Subject to Others</td>
<td>Project Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
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<td>-----------------------------------------------------------------------------</td>
<td></td>
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</tr>
<tr>
<td>NYU Langone Medical Center</td>
<td>1/29/2013</td>
<td>$38,463,000</td>
<td>Jan-19</td>
<td>Ryan Malloy 212-292-6643</td>
<td>Sub Contractor</td>
<td>120002</td>
<td></td>
<td>$29,419,000</td>
<td>$5,643,041.00</td>
<td>NYU Langone Medical Pavilion Expansion &amp; Foundation</td>
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<tr>
<td>New York State Thruway Authority/Metropolitan Transportation Authority</td>
<td>6/19/2013</td>
<td>$84,360,620</td>
<td>Sep-18</td>
<td>Mohamed Rahman 516-265-0053</td>
<td>MTA NYC</td>
<td>NYCTA MTA</td>
<td>8-521504</td>
<td>Prime</td>
<td>$64,360,620</td>
<td>$19,977,300.00</td>
<td>NYCTA MTA Vertical Elevators</td>
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<tr>
<td>NYSDOT</td>
<td>12/17/2017</td>
<td>$18,603,260</td>
<td>Nov-19</td>
<td>NYSDOT</td>
<td>NYS</td>
<td>NYSDOT</td>
<td>0216204</td>
<td>Prime</td>
<td>$18,603,260</td>
<td>$14,565,328.50</td>
<td>Wadsworth Parkway between Coates &amp; Northern Parkways</td>
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<tr>
<td>Rockefeller University</td>
<td>9/16/2015</td>
<td>$26,950,000</td>
<td>Nov-16</td>
<td>George Rintoul 718-886-3977</td>
<td>WBD</td>
<td>WBD</td>
<td>070-256-090</td>
<td>Prime</td>
<td>$26,950,000</td>
<td>$4,280,772.00</td>
<td>Rockefeller University Hospital &amp; Coordinated Care Centers</td>
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<tr>
<td>Silverstein Properties</td>
<td>7/28/2016</td>
<td>$11,294,812</td>
<td>Mar-19</td>
<td>Mary Hyslop (646) 685-0182</td>
<td>WBD</td>
<td>WBD</td>
<td>070-256-090</td>
<td>Prime</td>
<td>$11,294,812</td>
<td>$12,102,701.00</td>
<td>45 Broad Street</td>
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<tr>
<td>Westcor</td>
<td>7/13/2017</td>
<td>$2,885,047</td>
<td>Jan-19</td>
<td>Matthew C. Dwyer (212) 416-0268</td>
<td>Morris Adjmi Architects</td>
<td>WIA</td>
<td>WIA</td>
<td>Sub Contractor</td>
<td>$2,885,047</td>
<td>$2,183,183.00</td>
<td>48 West 30th Street</td>
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<tr>
<td>Pizzarotti &amp; Brown</td>
<td>6/27/2016</td>
<td>$35,900,000</td>
<td>Aug-19</td>
<td>Brian Lyons (646) 983-0002</td>
<td>WBD</td>
<td>WBD</td>
<td>070-256-090</td>
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<td>AEC Electrical and Mechanical Contractor Corp.</td>
<td>10/27/2017</td>
<td>$7,801,370</td>
<td>Feb-19</td>
<td>Angelo Rigas</td>
<td>no contact</td>
<td>WIA</td>
<td>WIA</td>
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<td>$7,801,370</td>
<td>$123,160.10</td>
<td>Ocean Bay Boycott Houses</td>
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<tr>
<td>MTA/Long Island Rail Road</td>
<td>12/12/2016</td>
<td>$209,010</td>
<td>Aug-19</td>
<td>Marco Atienza 516-265-3969</td>
<td>WBD</td>
<td>WBD</td>
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<td>Sub Contractor</td>
<td>$209,010</td>
<td>$96,320.00</td>
<td>48 West 30th Street</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>46 Broad Street</td>
<td></td>
</tr>
</tbody>
</table>
c. ever been declared a non-responsible bidder by any municipality or public agency? \(\checkmark\) 
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations.

d. ever been barred from bidding municipal or public contracts? \(\checkmark\) 
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on office, partner or principal of some other firm:

a. that failed to complete a construction contract? \(\checkmark\) 
If so; state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? \(\checkmark\) 
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? \(\checkmark\) 
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.
d. that has ever been barred from bidding municipal or public contracts? [NO]
If so, state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? [NO]
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

\[N/A\]

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

\[N/A\]

10. In what other lines of business are you financially interested?

- **Environmental Services**
- **Real Estate**
11. What is the construction experience of the principal individuals of your firm?

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction Experience</th>
<th>Magnitude and type of work</th>
<th>In What Capacity</th>
</tr>
</thead>
</table>

See Attached

Resumes

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

| Item | Description, Size Capacity, Year, etc. | Years of Service | Present Location |

See Attached

Equipment List

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)
JOSEPH K. POSILILCO
CEO / President

EDUCATION:
St. Johns University, Jamaica, NY – 1982-1983
Completed graduate school courses in Management, Finance and Business Law

Villanova University, Villanova, PA – 1977-1981
Bachelor of Civil Engineering (magna cum laude)
Member of the Chi Epsilon and Tau Beta Phi National Honor Societies

PROJECT EXPERIENCE:

POSILILCO CIVIL, INC. / Posillico Environmental, Inc. Farmingdale, NY / 2007 – Present
CEO / President
Provide leadership to position the company’s at the forefront of the industry. Oversee development and
management of the organisation’s annual strategic plan to advance the company’s mission and objectives
to promote revenue, profitability and growth as an organization. Oversee company operations to insure
safety, efficiency, quality, service and cost effective management of resources.

Posillico Civil, Inc. / Posillico Environmental, Inc. / Farmingdale, NY / January 2004 – September 2007
President
Oversee project management and estimating functions of organization, across all divisions. Represent the
company in negotiations with private and public corporations and clients. Lead organization management
staff meetings and company-wide informational meetings and communications.

Posillico Civil, Inc. / Posillico Environmental, Inc. / Farmingdale, NY / April 1987 – January 2004
Secretary
Responsibilities include estimating and coordinating bids for public works projects, seeking out project
opportunities with private firms and providing price quotations/negotiations, handling claims and change
orders for ongoing and completed projects, management of engineering department staff personnel,
provides engineering support.

In charge of two construction projects for the Port Authority of New York/New Jersey at JFK
International Airport. Projects involved relocated existing sanitary sewer and water facilities, installation
and removal of steel sheet piling, dewatering, construction of a 30’-deep sanitary sewer lift station, and
installation of underground tanks. Projects required intense planning and staging to minimize
interruptions to airport operations, which included a comprehensive safety program to protect both
employees and the general public.

In charge of two construction projects for the New York State Dept. of Transportation. Projects involved
the reconstruction of Route 495 in Huntington, N.Y. ($10.8 million) and the construction of Route 878 in
Inwood, N.Y. ($25.7 million). Responsibilities included project scheduling, field supervision, project
engineering, and negotiating change orders. The project included constructing a bridge over the LIRR,
and installing over 16,000 ft of underground sanitary and drainage pipe, 3,600 ft concrete box culvert, and
6,700 ft 48” water main piping and appurtenances.
JOSEPH K. POSILLICO
CEO / President
EXXON COMPANY, U.S.A / May 1985 – March 1987
Terminal Superintendent
In charge of the operation of Exxion Co. USA's Everett, MA. Oil transfer facility. Responsibilities included supervising 8 supervisory and 30 union employees, stewardship over a $5 million dollar per year operating and expense budget, coordinating plant maintenance and repair, participating in labor negotiations, and insuring compliance with federal and local environmental regulations. Operations at the facility included the handling of over 10 million barrels of petroleum products per year, with shipment/receipt of this product via barge, pipeline, and tank truck.

Terminal Supervisor / November 1983 - February 1987
In charge of Exxon's oil transfer facility in Oceanside, N.Y. Also actively involved in developing and implementing a comprehensive safety program for the approximately 125 employees at Exxon's six oil terminals in the New York Metropolitan area.

Construction & Maintenance Engineer / August 1981 - October 1983
Responsible for overseeing the construction and modernization of Exxon's retail stations on Long Island, N.Y., including replacing underground tanks, installing vapor recovery systems, testing underground tanks, cleaning up oil lost from leaking underground tanks, routine maintenance and ensuring compliance with local safety and environmental regulations.

TRAINING AND CERTIFICATIONS:
Successfully Completed PMI Leadership Institute Program, January 15, 2009
MICHAEL J. POSILlico
Executive Vice President, Principal

EDUCATION:
Clemson University, Clemson, SC, 1984
B.S., Civil Engineering, Member of Chi Epsilon National Civil Engineering Honor Society.

SUMMARY OF QUALIFICATIONS:
Mr. Posillico has varied experience in a multitude of civil engineering, environmental and development projects. He has worked with many government agencies and owners in conjunction with the construction, development and remediation of many projects including the NYSDOT, NYSDEC, NYCDEP, USEPA and many other regional municipal agencies. In the past several years he has combined this expertise to promote the clean up and redevelopment of some of the most contaminated projects in our region.

PROJECT EXPERIENCE:

POSILlico / Farmingdale, NY / 1985 – Present

- From 2010 to present Mr. Posillico has redeveloped Posillico’s Master Facilities including Materials Intermodal Systems, Shop and Mechanic divisions. He also reorganized business development strategies for company wide goals and individual business units. In 2012 he took on the role of Chairman for the New York League of Conservation Voters Long Island Chapter and restructured their platform for implementing a new agenda throughout Long Island. Mr. Posillico is also spearheading a master redevelopment effort of a former quarry in Northern New Jersey.

- From 2005 to 2010 Mr. Posillico has formed 2 new companies, Posillico Development LLC, an organization formed to integrate operations, pool resources and strategically invest in property development and Posillico Consulting, LLC a multi-disciplined Brownfield redevelopment property management and development consulting service. He also expanded Posillico Environmental’s marine and mechanical capabilities, which now encompass dredging, synthetic bulkhead installation, sanitary treatment plant construction and refurbishment. Mr. Posillico also lead a re-branding effort for the “Posillico” companies to improve their recognition under one brand and being dedicated to setting the standard for excellence in the construction industry for getting complex projects completed safely, on time and on budget.

- From 2000 to 2004 Mr. Posillico has focused further on the re-development of environmentally challenged properties in addition to overseeing major projects in Posillico Environmental, Inc. Major projects include the partnership in Glen Isle Development, a 50-acre national brownfield waterfront redevelopment site, redevelopment of the former Cibro Fuel Oil Terminal in Island Park, NY and the clean up of the former GTE/Sylvania site in Hicksville, NY.

- From 1997 to 2000 Mr. Posillico has worked on further expansion of thermally treated contaminated soil and dredge spoil recycling into a product known as “Poscrete”. He has also worked on a number of significant environmental projects including recently completed dredging of Lake Capri in West Islip, NY, which involved difficult environmental dredging and processing of sediments and solids with a temporary processing plant. In addition, Mr. Posillico worked on the development of a remedial SVE system at Northville’s Holtsville terminal and affected area with ERM Northeast.
MICHAEL J. POSILLICO  
Executive Vice President, Principal

- From 1993 to 1996 Mr. Posillico expanded Blue Water Environmental, Inc. into other specialized remedial projects including an expansive tunnel clean-up project for the Brooklyn Navy Yard Development Corp., shallow soil mixing of hazardous wastes for the NYSDEC at Davis Fasteners in West Islip, NY, and the handling and disposal of dredge sediments from the installation of a cooling tunnel outfall at the Brooklyn Navy Yard.

- From 1991 to 1993 the majority of Mr. Posillico's efforts were directed to developing a permit with the NYSDEC to thermally treat and recycle petroleum-contaminated soils at Posillico Brothers Asphalt in Farmingdale, N.Y. (Posillico Materials, LLC). During this time period Michael founded and developed the Blue Water Environmental, Inc. petroleum contaminated soil business which is now known as Posillico Environmental, Inc.

- From 1988 to 1991 Mr. Posillico was the Project Manager for reconstruction of the Northern State and Meadowbrook Parkway interchange and the reconstruction of the intersection of Old Country Road and Glen Cove Road. The total value of both projects was over 70 million dollars, which involved complex bridge reconstruction and highway detour routing.

- From 1985 to 1988 Mr. Posillico was the Project Supervisor for NYSDOT. Nighttime reconstruction of the Long Island Expressway, exits 52-57 and exits 32-39. (10 million dollars), the reconstruction of Route 106/107 and the North Service Road in Syosset, NY. (4 million dollars, the reconstruction of the force main and sewer system, Halesite, NY. (2 million dollars)

AFFILIATION:
Mr. Posillico and his partners formed The Posillico Foundation in 2004 donating their time and money to many regional charitable organizations. Mr. Posillico has served numerous charitable and foundation boards including Farmingdale State College Foundation where he served as Foundation President. Mr. Posillico is currently an honorary member of this foundation. He is currently the Chairman for the New York League of Conservation Voters Long Island Chapter and a Board Member of Gilda's Club New York. He formally sat on the Board of Vision Long Island, a regional consortium of professional advocates that promotes "smart growth" in our region, focusing on improving housing, environmental, transportation and economic development and the Long Island Lutheran School Endowment Fund Committee.

CURRENT OFFICE TITLES:
- Posillico Environmental, Inc. -- Executive Vice President, Chairman of the Board
- Posillico Civil, Inc. -- Executive Vice President
- SUNY Farmingdale College Foundation -- Honorary Member
- Vision Long Island -- Board Member
- Posillico Development, LLC -- Managing Partner
- Posillico Consulting, LLC -- Managing Partner
JOSEPH D. POSILLICO, III
Senior Vice-President

EDUCATION:
Lehigh University, Bethlehem, PA, 1987 - 1991
B.S., Civil Engineering
Specialty classes in Environmental and Transportation Engineering.

PROJECT EXPERIENCE:

POSILLICO CIVIL, INC. / Farmingdale, NY / 2004 – Present
Senior Vice-President Field Operations – Civil, Environmental, Drilling, Materials,
Consulting and Development
- Manage company Safety Department and Risk Management program across all business
disciplines.
- Supervise and mentor General Supervisors, Area Managers and Shop Manager.
- Oversees all equipment and vehicle purchases.
- Reviews and manages job and equipment costs for projects across all business disciplines.

J. D. Posillico, Inc. / Farmingdale, NY / 2001-2004
General Supervisor
Various Municipal and Private Jobs - Head Company Safety Program and Monitor Insurance Claims;
Coordinated all Labor and Equipment between all jobs; Equipment Rentals, Purchases, Maintenance, and
Repairs; Monitor Job Cost, Payments, and Purchasing.

J. D. Posillico, Inc. / Farmingdale, NY / 1997- 2001
Project Manager
Rehabilitation of LIE (Exits 57-64, Holbrook, NY)—2 Contracts - NYS DOT Project Estimate $150
Million; Job Start up, Order all Equipment and Materials; Coordinated work with Suppliers and
Subcontractors.

J. D. Posillico, Inc. / Farmingdale, NY / 1993 - 1997
Project Engineer/Supervisor
Rehabilitation of Route 25 (Lexico Turnpike, Syosset, NY)—3 Contracts - 3 Contracts with NYS DOT
totalling $25 Million; Ordered materials, Payroll, Payments, EO Requirements, Job Quantities; All
Certifications and Submittals to NYS DOT.
Rehabilitation of Route 77 (Sunrise Highway, Massapequa, NY - NYS DOT Project Estimate: $9 Million;
Safety, Payroll, Job Cost, Quantity Review, and Payment; Planning, and Scheduling of
mampower and equipment.
Rehabilitation of LIE (Exits 47-49, Plainview, NY - NYS DOT Project Estimate: $42 Million.
JOSEPH D. POSILlico, III
Senior Vice-President

Downtown Eatery / Montauk, NY / 1992 - 1993
Manager
Rehabilitation, Set up, and Operation of 40 Seat Restaurant, Scheduling, Payroll, Ordering, and Banking.

TRAINING AND CERTIFICATIONS:
• OSHA 30 hour
• Hazmat 40 hour
• CPR
• Defensive Driving
• Leadership Training
• Productivity Training
• Scuba

MEMBERSHIPS:
• AGC
• LIHA
• GCA
• DFI
• ADSE
POSILLICO EQUIPMENT LIST SUMMARY

Equipment rates shall not exceed 100% of the monthly rates, including all applicable modifiers and hourly operating cost found in the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, CA 95110-13333 which is incorporated by reference as if fully set forth in this Agreement.

### Category: AP  Asphalt Paver

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<tr>
<td>BG750X130</td>
<td>Barber-Greene Paver BG750</td>
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<td>CATAP655JAYP00239</td>
<td>CAT Paver AP655C</td>
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<td>CATAP105EFAC00569</td>
<td>CAT Paver AP1055D</td>
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<td>FAC00769</td>
<td>CAT Paver AP1055D</td>
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<td>0TJ500515</td>
<td>Caterpillar AP1055F Mobil-Trac Paver</td>
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<td>B36004232010CARR</td>
<td>Bidwell Concrete Paver</td>
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<tr>
<td>1F9P41729EM339035</td>
<td>Falcon MI10259 4 Ton Asphalt Trailer &quot;Hot Box&quot;</td>
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### Category: ATT-AUG  Augers

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<tr>
<td>Digga MD 110 Anchor Drive w/ Linkage &amp; Ryno Hitch Assembly</td>
<td>1505180002</td>
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<tr>
<td>Rototilt Grapple</td>
<td>029-4390</td>
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<tr>
<td>Rototilt RT60</td>
<td>088018</td>
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<tr>
<td>ice Drill EX- 25</td>
<td>A06291</td>
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<tr>
<td>Rototilt RT80</td>
<td>055614</td>
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<td>McMillen Auger Drive (CAT 318)</td>
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### Category: ATT-BRKR  Breakers

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<td>Hydraulic Breaker BXR100</td>
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<td>937</td>
<td>Hydraulic Breaker BXR120</td>
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<td>939</td>
<td>Hydraulic Breaker BX15</td>
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<td>940B</td>
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<td>959</td>
<td>CAT Hydraulic Hammer H65DS</td>
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<td>CAT Hydraulic Hammer H120S</td>
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<td>CAT Hydraulic Hammer H120CS</td>
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<tr>
<td>968</td>
<td>CAT Hydraulic Hammer H70</td>
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<tr>
<td>HB9002</td>
<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
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<td>HB9003</td>
<td>Montabert V4500 13,000 FT/lb. 2 Speed Hydraulic Breaker</td>
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<tr>
<td>HB9005</td>
<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
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<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
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<tr>
<td>HB9007</td>
<td>Montabert SC-42 1,250 FT/lb. Hydraulic Breaker</td>
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<td>HB9008</td>
<td>Montabert V32 5000 FT/lb. Variable Speed Hydraulic Breaker</td>
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<td>HB9009</td>
<td>Montabert SC-42 1,250 FT/lb. Hydraulic Breaker</td>
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<td>Montabert SC-16 350 FT/lb. Hydraulic Breaker</td>
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<td>Montabert SC-36 1,000 FT/lb. Hydraulic Breaker</td>
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<td>Montabert SC-42 1,250 FT/lb. Hydraulic Breaker</td>
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**Category: ATT-DRILL Drill Attachments**

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<tr>
<td>1040</td>
<td>Ez Drill 4 Gun</td>
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<tr>
<td>598</td>
<td>Comacchio 520mm Clamp w/ Hyd Valve Bank &amp; Docking Sled</td>
<td>141699A/B</td>
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<td>599</td>
<td>Double Clamp Series 45-520mm</td>
<td>201510201AB</td>
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<tr>
<td>600</td>
<td>Double Clamp Series 45-520mm</td>
<td>201510202AB</td>
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<tr>
<td>999</td>
<td>Center Rock Scorpion (Breakout Tool)</td>
<td>HJ2400-31</td>
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**Category: BARGE Barges**

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<td>701</td>
<td>Flat Deck Barges - 30'x45'</td>
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<tr>
<td>702</td>
<td>Flat Deck Barges - 30'x45'</td>
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</tr>
<tr>
<td>703</td>
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**Category: BARGE Barges**

<table>
<thead>
<tr>
<th></th>
<th>Equipment/Description</th>
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<tbody>
<tr>
<td>707</td>
<td>JMC Barge 40'x10'</td>
</tr>
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### Category: BD Bull Dozers

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>Vin Number</th>
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<tbody>
<tr>
<td>023 CAT Dozer DSGLGP</td>
<td>CAT00D5SJRKG02917</td>
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<tr>
<td>024 Komatsu Dozer D21A8</td>
<td>KMT0OD057E01083586</td>
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<tr>
<td>026 CAT Dozer DSKLG</td>
<td>YY090760</td>
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<td>027 CAT Dozer DSGLGP</td>
<td>CAT00DSGR7KG02991</td>
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<tr>
<td>033 John Deere Dozer 850KLGP</td>
<td>1'T0850KXXBE196234</td>
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<tr>
<td>034 CAT Dozer D6K2LGP</td>
<td>RST00575</td>
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### Category: BOAT Boats

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>400 Chincoteague Boat 20'</td>
<td>GBQA36459102 /</td>
</tr>
<tr>
<td>403 Highfield UL340CSM 11'-3'' Inflatable Boat - 5 Person</td>
<td>EMDU1594A616</td>
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<tr>
<td>404 Highfield CL340CSM 11'-3'' Inflatable Boat - 5 Person</td>
<td>EMDC1598A616</td>
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<tr>
<td>405 Clydesdale 25'-3'' 610HP Work Boat</td>
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### Category: C-BOX Conex Box

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<th>Equipment/Component</th>
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<tbody>
<tr>
<td>9000 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CC10-707</td>
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<td>9001 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-10-554</td>
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<tr>
<td>9002 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-10-701</td>
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<tr>
<td>9003 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-22-209</td>
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<tr>
<td>9004 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-24-281</td>
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<tr>
<td>9005 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>C26-042B-1357</td>
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<tr>
<td>9006 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>30/212702</td>
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<tr>
<td>9007 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-3689</td>
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<tr>
<td>9008 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-21-906</td>
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<td>9009 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
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<td>9010 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
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<tr>
<td>9011 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>QDCM031AG9411</td>
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<tr>
<td>9012 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
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<tr>
<td>9013 8' x 20' &quot;Shanty&quot; Container w/ Swing Doors</td>
<td>1819</td>
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<tr>
<td>9014 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>BD-235158</td>
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<tr>
<td>9015 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
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<tr>
<td>9017 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>DJ95-00943</td>
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<tr>
<td>9018 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>CCR-10-452</td>
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<tr>
<td>9019 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-2890</td>
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<tr>
<td>9020 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CC-324</td>
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<td>Equipment/Component</td>
<td>VinNumber</td>
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<tr>
<td>9021 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>KSCF-153026</td>
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<td>9022 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
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<td>9023 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>XCMC 10207571</td>
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<tr>
<td>9024 8' x 10' Ground Level Storage Container w/ Swing Doors</td>
<td>181918</td>
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<tr>
<td>9025 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
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<tr>
<td>9025 8' x 20' &quot;Shanty&quot; Container w/ Swing Doors</td>
<td>DKC93-04880</td>
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<tr>
<td>9027 8' x 20' Ground Level Storage Container w/ Swing Doors</td>
<td>CIMC 21103406</td>
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**Category: CNVY CONVEYOR**

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<tr>
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<tbody>
<tr>
<td>3028 Edge Conveyor</td>
<td>SNSTS6540117</td>
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**Category: CONCR Concrete Equipment**

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>VinNumber</th>
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<tbody>
<tr>
<td>185 Asphalt Zipper AZ360 36&quot;</td>
<td>1000595</td>
</tr>
<tr>
<td>896 Tecniwell Diesel Grout Mixing Plant TWMG57/D Special Layout</td>
<td>MX-924</td>
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<td>898 Tecniwell Diesel Grout Mixing Plant TWMG57/D</td>
<td>MX828</td>
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<tr>
<td>910 Ironmaster Bar Bender</td>
<td>PG42-8963</td>
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<tr>
<td>918 Pendrill Grout Plant PD1011</td>
<td>068</td>
</tr>
<tr>
<td>919 Pendrill Grout Plant PD1011</td>
<td>062</td>
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<td>921 Pendrill Grout Plant PD1011</td>
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**Category: CONCR Concrete Equipment**

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<tbody>
<tr>
<td>922 Tecniwell TWM30</td>
<td>MMXX00000780</td>
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<tr>
<td>928 Scheltzke Grout Mixing Plant MPS 510</td>
<td>160436</td>
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<tr>
<td>941 Ironmaster Bar Bender</td>
<td>RPL0665</td>
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<tr>
<td>9704 Multquip Concrete Mixer</td>
<td>CD752320</td>
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<tr>
<td>9706 Scheltzke RS 3000-E-FU Holding Tank - 792 Gal.</td>
<td>141512</td>
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**Category: CRM-HMR Vibratory Hammers**

<table>
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<tr>
<th>Equipment/Component</th>
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<tbody>
<tr>
<td>602A ABI Hammer MRZY30V</td>
<td>3572</td>
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<td>979A ABI Vibratory Hammer TM22</td>
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**Category: CRN-CHPK Cherry Pickers**

<table>
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<th>Equipment/Component</th>
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<tbody>
<tr>
<td>110 Tadano Picker TR450XL4 45 Ton</td>
<td>540333</td>
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<tr>
<td>112 Tadano Picker GR500XL</td>
<td>540632</td>
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<tr>
<td>113 Tadano Picker GR750XL4</td>
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## Category: CRN-CRN  Cranes

<table>
<thead>
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<th>Serial/Number</th>
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<tbody>
<tr>
<td>401</td>
<td>Kobe/Crawler Crane BM500 50T</td>
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## Category: CRN-HMR  Vibratory Hammers

<table>
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<tbody>
<tr>
<td>9700</td>
<td>ID HP3000 Rock Hammer</td>
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<td>9701</td>
<td>Zipper Asphalt Zipper SPA211HP3</td>
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<tr>
<td>984</td>
<td>ABI Doub Cass Clamp (24&quot;-48&quot;)</td>
<td>040107, 3601, 3602</td>
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<td>985</td>
<td>ABI Doub Cass Clamp (18&quot;-48&quot;)</td>
<td>2669/8340020/1</td>
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<td>987</td>
<td>Movax SG-75V Excavator Mounted Pile Driving System</td>
<td>1314</td>
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<td>990</td>
<td>APE VM 250 Variable Moment</td>
<td>2007-0105</td>
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<td>990A</td>
<td>APE Doub Cass Clamp 24&quot;-48&quot;</td>
<td>2000-1023/1025</td>
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## Category: DRILL  Drill Rigs

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<tbody>
<tr>
<td>602</td>
<td>ABI Drill Rig SM18/24SD</td>
<td>F019745</td>
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<tr>
<td>923</td>
<td>Comacchio MC15HT Hydraulic Crawler Mounted Drill Rig</td>
<td>2169</td>
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<td>924</td>
<td>Comacchio MC28HD Hydraulic Crawler Drill Rig</td>
<td>2966</td>
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<td>925</td>
<td>Comacchio MC24HT Hydraulic Crawler Mounted Drill Rig</td>
<td>2581</td>
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<td>935</td>
<td>Comacchio Micro Rig MC602</td>
<td>1683</td>
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<td>974</td>
<td>Delmag Drill Rig RH26W</td>
<td>111104584</td>
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<tr>
<td>975</td>
<td>Delmag Rotary Drive RT26W</td>
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<tr>
<td>976</td>
<td>ABI Mobilram TM 14/17V</td>
<td>5356746</td>
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<tr>
<td>976A</td>
<td>ABI Vibro Hammer 14/17V</td>
<td>SN5356746ABI</td>
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<tr>
<td>979</td>
<td>ABI Drill Rig TM22</td>
<td>535.6.10C2</td>
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<td>979B</td>
<td>ABI Rotary Drive TM22</td>
<td>5415</td>
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<td>991</td>
<td>Delmag Drill Rig RH32</td>
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<td>992</td>
<td>Delmag Drill Rig RH34</td>
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## Category: EXC-BH/LDR  Backhoe Loaders

<table>
<thead>
<tr>
<th>Number</th>
<th>Equipment/Component</th>
<th>Serial/Number</th>
</tr>
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<tbody>
<tr>
<td>3101</td>
<td>CAT Backhoe Loader 420E</td>
<td>HLS7584</td>
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<tr>
<td>3102</td>
<td>John Deere Backhoe Loader 310SJ</td>
<td>1T0310SJEBO198123</td>
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<tr>
<td>3104</td>
<td>John Deere Backhoe Loader 310SJ</td>
<td>1T0310SJA0186387</td>
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<tr>
<td>3105</td>
<td>John Deere Backhoe Loader 410J</td>
<td>1T0410JOBBD212062</td>
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<tr>
<td>3106</td>
<td>John Deere Backhoe Loader 310SJ</td>
<td>1T0310SJB0198133</td>
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<tr>
<td>333</td>
<td>CAT Backhoe Loader 430F</td>
<td>CAT0430FHRCS06173</td>
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<td>335</td>
<td>CAT Backhoe Loader 446B</td>
<td>5BL02016</td>
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<td>336</td>
<td>CAT Backhoe Loader 420D</td>
<td>CAT0420DVFDP10945</td>
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<td>337</td>
<td>CAT Backhoe Loader 420D</td>
<td>CAT0420DTCBLLN08325</td>
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### Category: EXC-BH/LDR Backhoe Loaders

<table>
<thead>
<tr>
<th>Equipment/Component</th>
<th>Machine Number</th>
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<tbody>
<tr>
<td>CAT Backhoe Loader 420F ST</td>
<td>CAT0420FLSKR05115</td>
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<tr>
<td>CAT Backhoe Loader 420F2 ST</td>
<td>CAT0420FPHWC01458</td>
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<td>CAT Backhoe Loader 420F2 ST</td>
<td>CAT0420FLHWC02957</td>
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### Category: EXC-EXC Excavators

<table>
<thead>
<tr>
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<th>Machine Number</th>
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<tbody>
<tr>
<td>CAT Excavator 320E LRR</td>
<td>0TFX01470</td>
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<tr>
<td>Volvo Excavator ECR305</td>
<td>VCECR305K00110029</td>
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<tr>
<td>Volvo Excavator ECR305</td>
<td>110027</td>
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<tr>
<td>CAT Excavator 321DLR with Rototilt</td>
<td>ONAS00173</td>
</tr>
<tr>
<td>John Deere Excavator 225DLC</td>
<td>1FF2250XPBD501971</td>
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<tr>
<td>Volvo Excavator ECR235D with Rototilt</td>
<td>CR235DL210018</td>
</tr>
<tr>
<td>Komatsu Excavator PC308USLC-3EO</td>
<td>KMTPC160A02030238</td>
</tr>
<tr>
<td>CAT Excavator 308E</td>
<td>CAT308EHGBJ00934</td>
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<tr>
<td>CAT Excavator 308E</td>
<td>CAT0308EHGBJ001571</td>
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<td>CAT Excavator 320E LRR</td>
<td>CAT320EJTXF00246</td>
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<tr>
<td>Komatsu Excavator PC400LC-8</td>
<td>A88492</td>
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<tr>
<td>CAT Excavator 303.5E</td>
<td>CAT3035EHKX000648</td>
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<tr>
<td>Volvo Excavator EC380DL</td>
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<td>Komatsu Excavator PC490LC-10</td>
<td>A40587</td>
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<td>CAT Excavator 336E H</td>
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<td>CAT Excavator 320E LRR</td>
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### VOLVO EC800E Crawler Excavator

<table>
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<th>Machine Number</th>
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<tbody>
<tr>
<td>Volvo EC480EL Crawler Excavator</td>
<td>EC480EL310228</td>
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<tr>
<td>Volvo ECR58D Compact Excavator</td>
<td>VCE00C58E00210237</td>
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<tr>
<td>Volvo ECR88D Compact Excavator</td>
<td>VCEO0E88P00211299</td>
</tr>
<tr>
<td>Caterpillar 336FL XE Hydraulic Excavator</td>
<td>CAT03366KDFY10011</td>
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<tr>
<td>John Deere 245G LC Excavator</td>
<td>1FF245GXPF800099</td>
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<tr>
<td>CAT 349FL Hydraulic Excavator</td>
<td>D6Z210340</td>
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<tr>
<td>Volvo ECR88D Compact Excavator</td>
<td>VCEO0E88T00212242</td>
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<tr>
<td>John Deere 245G LC Excavator</td>
<td>1FF245GXHNF800369</td>
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<td>1FF245GXHNF800186</td>
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<td>278</td>
<td>CAT 349F L Hydraulic Excavator</td>
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<td>279</td>
<td>John Deere 245G LC Excavator</td>
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**Category: EXC-EXCW  Wheeled Excavators**

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<tr>
<th>Equipment/Component</th>
<th>VIN/Serial Number</th>
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<tbody>
<tr>
<td>218        Volvo RT Excavator EW210D</td>
<td>VCEW210DA00220162</td>
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<td>221        Volvo RT Excavator EW210C</td>
<td>VCEW210CC00120082</td>
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<td>222        Volvo RT Excavator EW210C</td>
<td>VCEW210CJO0120078</td>
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<td>223        Volvo RT Excavator EW210C</td>
<td>VCEW210CTO0120075</td>
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<td>2302       John Deere Excavator 210CW</td>
<td>FF210CW040053</td>
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<td>2303       Caterpillar Excavator M322C</td>
<td>CATM322CCBDK00248</td>
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<td>254        CAT RT Excavator M322C</td>
<td>CATM322CKH2E00428</td>
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<td>255        CAT RT Excavator M322D</td>
<td>CATM322DH2D2W00377</td>
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<td>271        CAT RT Excavator M322F</td>
<td>CATM322DF2200208</td>
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<td>330        Volvo EW160D Wheeled Excavator</td>
<td>VCEW160DE00220456</td>
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<tr>
<td>331        Volvo Excavator EW160D RT</td>
<td>VCEW160DC00220627</td>
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<td>332        Volvo RT Excavator EW160D</td>
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<tr>
<td>334        CAT RT Excavator M315D with Rotolt</td>
<td>CATM315DKW5M05152</td>
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**Category: FLIFT  Forklifts**

<table>
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<tbody>
<tr>
<td>204        Hyster Forklift</td>
<td>L177B20884E</td>
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<td>206        Mitsubishi FG25N 5,000 LB. Dual Fuel GAS/LPG Forklift</td>
<td>01043608</td>
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<td>213        Ingersoll Rand Forklift</td>
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**Category: FM  Foam Machines**

<table>
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<th>Equipment/Component</th>
<th>VIN/Number</th>
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<tbody>
<tr>
<td>920 Rusmar PFU800/25</td>
<td>30059</td>
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**Category: FM  Foam Machines**

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<tbody>
<tr>
<td>989 Rusmar PFU800/40</td>
<td>PE4045DC77767</td>
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<td>996 Rusmar PFU400/25</td>
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**Category: GRADE  Motor Graders**

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<td>260        CAT Grader12H</td>
<td>4XM01351</td>
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**Category: HT  Haul Truck**

<table>
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<tbody>
<tr>
<td>2002        CAT Haul Truck</td>
<td>8TF00614</td>
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### Category: LDR-PL  Pay Loaders

<table>
<thead>
<tr>
<th>Equipment/Component</th>
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<tbody>
<tr>
<td>CAT Payloader 950M</td>
<td>8J106110</td>
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<td>CAT Payloader 924G</td>
<td>CAT0924GHDA01684</td>
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<td>CAT 982M Wheel Loader</td>
<td>CAT0982MUK1YV01675</td>
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<tr>
<td>John Deere 444K Wheel Loader</td>
<td>1DW444KZAFE668558</td>
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### Category: LDR-SS  Skid Steer Loader

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<td>CAT Track Skid Steer 299 D</td>
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<td>Bobcat Skid Steer S100</td>
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<td>Bobcat Skid Steer S650</td>
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<td>CAT Track Skid Steer 299 D</td>
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<td>Kubota SVL95-2s Track Loader</td>
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<td>CAT Skid Steer Loader 272D2 XHP W/ Cold Planer</td>
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### Category: M-AB  Arrow Boards

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<td>1646 Allmand Arrow Board Solar</td>
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<td>1647 Allmand Arrow Board Solar</td>
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<td>1673 Arrow Master Arrow Board</td>
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<td>1675 Wanco WTSV-LSA Arrow-board trailer w/ 15-light display</td>
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<td>1676 Wanco WTSV-LSA Arrow-board trailer w/ 15-light display</td>
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<td>1678 Wanco WTSV-LSA Arrow-board trailer w/ 15-light display</td>
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### Category: M-COMP Compressors

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<tr>
<td>100 Ingersoll Rand Compressor 185CFM</td>
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<td>102 Ingersoll Rand Compressor 425CFM</td>
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<td>106 John Deere Compressor 185CFM</td>
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<td>123 Kaeser M57 Portable Air Compressor, 210 CFM, 100 PSI, Diesel</td>
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<td>124 Ingersoll Rand Compressor 375CFM</td>
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<td>128 Kaeser M58 210 CFM Utility T4 Air Compressor</td>
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<td>129 Kaeser M58 210 CFM Utility T4 Air Compressor</td>
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<td>140 Rotair DS185T4F (Utility) 185 CFM 100 PSI Air Compressor</td>
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### Category: M-COMP Compressors

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### Category: M-DWE Dewatering Equipment

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<td>JLG Boomlift 60'</td>
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<td>109</td>
<td>Genie Boom Lift 560HC</td>
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<td>ID</td>
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<tr>
<td>1104</td>
<td>JLG Electric Scissor Lift 19'</td>
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<td>1106</td>
<td>JLG Electric Scissor Lift 32'</td>
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<td>1107</td>
<td>JLG Electric Scissor Lift 20'</td>
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<td>1108</td>
<td>Skyjack SJIII 3219 Electric Scissor Lift 19'</td>
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<td>1109</td>
<td>JLG 3248RS Electric Scissor Lift 32'</td>
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<td>116</td>
<td>JLG Manlift 800AJ</td>
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<td>117</td>
<td>JLG 600S 60' Telescopic Boom Lift</td>
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**Category: M-LT Light Towers**

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**Category: M-SHTBOX SheetG Box**

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<tr>
<td>3023</td>
<td>American Shoring Manhole Box 10'X10'X8'</td>
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<td>3024</td>
<td>American Shoring Manhole Extension 4'x12'</td>
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<td>3026</td>
<td>American Shoring Shoring Box 8'X10'</td>
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<td>American Shoring Shoring Box 8'X24'</td>
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<td>8900</td>
<td>Containment Solutions 280 Gallon Double-Wall Lube Cube</td>
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**Category: M-SURV Survey Equipment**

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<td>1101</td>
<td>Trimble Robotic Station 5^ 3°</td>
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<td>1200</td>
<td>Trimble Robotic Total Station</td>
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<td>1204</td>
<td>Geo Trimble #61000-00 GPS XH</td>
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<td>Trimble Robotic Total Station</td>
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<td>208</td>
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<td>Extec Robotrac</td>
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<td>Multiquip Single Drum Asphalt</td>
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<td>Wacker Neuson RD12A-90 Tandem Asphalt Roller</td>
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<td>Volvo Roller DD90HF</td>
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<tr>
<td>CAT Dirt Roller CS563C</td>
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**Category: SCAFF SCAFFOLD EQUIPMENT**

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<tr>
<th>Equipment/Component</th>
<th>997</th>
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<tbody>
<tr>
<td>Titan Truck Scale 70x10 2 sec</td>
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**Category: SCREEN grizzly**

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<td>Scaffold Stages</td>
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**Category: SILO SILO CEMENT**

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<tbody>
<tr>
<td>Belgrade Silo Pugmill</td>
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<tr>
<td>Cemen Tech Mixing Silo</td>
<td>30578MNE</td>
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<tr>
<td>Tecniglass 1.5 Ton Mini Silo With Screw Conveyor</td>
<td>TS220</td>
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**Category: SM Soil Mixer**

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<tr>
<td>Antiqul Mixing Cutting Attachment A04-XL-SM</td>
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**Category: SMT-CONC Small Tools for Concrete Work**

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<tbody>
<tr>
<td>GAR-BRO 2 yd. &quot;Combo&quot; Bucket w/ Lifting Ball &amp; Fork Pockets</td>
<td>21381-D</td>
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**Category: SMT-FUS Pipe Fusion Machine**

<table>
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<tr>
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<tbody>
<tr>
<td>Upco Pipe Fusion Machine</td>
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<tr>
<td>McElroy Fusion Machine 12&quot;</td>
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<tr>
<td>McElroy Fusion Machine 8&quot;</td>
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<tr>
<td>McElroy Fusion Machine 4&quot;</td>
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<td>McElroy Fusion Machine 4&quot;</td>
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<tr>
<td>---</td>
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<tr>
<td>2906</td>
<td>Koncentra Fusion Machine</td>
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<td>2907</td>
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<td>McElroy Fusion Machine</td>
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**Category: SMT-GEN Generators**

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<tr>
<td>709</td>
<td>Doosan Generator</td>
<td>450KW</td>
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<tr>
<td>710</td>
<td>Doosan G125WCU-3Q-T4I Portable Generator</td>
<td>-103kW</td>
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<tr>
<td>894</td>
<td>MMD Airman SDG25S</td>
<td>25kva Generator</td>
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<thead>
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<tr>
<td>906</td>
<td>CAT Generator</td>
<td>XQ350</td>
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<tr>
<td>916</td>
<td>Multiquip Generator</td>
<td>60-200KW</td>
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<tr>
<td>943</td>
<td>Doosan Generator</td>
<td>G70</td>
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<td>944</td>
<td>Doosan Generator</td>
<td>G90</td>
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<tr>
<td>945</td>
<td>CAT D349 Generator</td>
<td>775kW 480V</td>
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<tr>
<td>994</td>
<td>Ingersoll Rand Generator</td>
<td>G75</td>
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<tr>
<td>D399</td>
<td>CAT Plant Generator</td>
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**Category: SMT-PMP Silo**

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<td>1701</td>
<td>Water Injection pump</td>
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<td>1702</td>
<td>Water Injection pump</td>
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<tr>
<td>1703</td>
<td>Water Injection pump</td>
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<tr>
<td>5003</td>
<td>Griffin Electric Pump</td>
<td>10&quot;</td>
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<tr>
<td>5004</td>
<td>Griffin Electric Pump</td>
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<tr>
<td>5005</td>
<td>Griffin Diesel Pump</td>
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<tr>
<td>5006</td>
<td>Ice Grout Plant</td>
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<tr>
<td>5007</td>
<td>Putzmeister Concrete Pump Trailer Mounted</td>
<td>54 yd³/hr</td>
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<tr>
<td>5008</td>
<td>Hydra-Tech HT25DY5 Portable Hydraulic Power Unit</td>
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<td>5009</td>
<td>Putzmeister Concrete Pump Trailer Mounted</td>
<td>40 yd³/hr</td>
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<tr>
<td>604</td>
<td>YBM SG-30SV GROUT PUMP</td>
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<tr>
<td>605</td>
<td>YBM SG-30SV-E 480V ELECTRIC GROUT PUMP</td>
<td>-440L/min</td>
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<tr>
<td>606</td>
<td>YBM SG-30SV-E 480V ELECTRIC GROUT PUMP</td>
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<tr>
<td>951</td>
<td>Godwin Dri-Prime HL80M Diesel Pump</td>
<td>3&quot;</td>
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<td>953</td>
<td>Schwing Grout Pump</td>
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<td>957</td>
<td>Godwin 6&quot; Jet Pump</td>
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**Category: SMT-SAWW Walk Along Saw**
<table>
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<th>Equipment/Component</th>
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<tbody>
<tr>
<td>SMT-TAMP Tampers</td>
<td>Weber MT CR 7 HD Reversible Soil Compactor</td>
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<td>SMT-WLD Welding Machines</td>
<td>MultiQuip Welder 400 AMP</td>
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<td>MultiQuip Welder 400 AMP Dual</td>
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<td>MultiQuip Welder 400 AMP Dual</td>
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<td>KOLO Compact Stud Welder</td>
<td>63290115</td>
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<td>Miller Welder 700 Amp</td>
<td>ME070115E</td>
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<td>Miller Trailblazer 302 Diesel Welder - Generator</td>
<td>MD070331R</td>
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<tr>
<td>SWEEP Sweepers</td>
<td>Stihl Power Broom</td>
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<tr>
<td></td>
<td>Lay Mor Tow Behind Sweeper</td>
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<td>Lay Mor Tow Behind Sweeper</td>
<td>32971</td>
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<tr>
<td></td>
<td>Lay Mor Tow Behind Sweeper</td>
<td>33422</td>
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<tr>
<td></td>
<td>CAT BA30 Hydraulic Angle Broom - 36&quot; Dia. x 118&quot; Wd.</td>
<td>700000893</td>
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<tr>
<td>TELHDLR Telescopic Handlers</td>
<td>CAT Telehandler TH103</td>
<td>3PN00707</td>
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<td>CAT Telehandler TH460B</td>
<td>CATTH460VSLF01113</td>
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<tr>
<td>TLCR Integrated Tool Carriers</td>
<td>EZ-HD08 Heavy Duty Double Cylinder Pole Claw 2,500lb Rating</td>
<td>02723</td>
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<td>EZ-HD08 Heavy Duty Double Cylinder Pole Claw 2,500lb Rating</td>
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<td>TR Titan</td>
<td>Titan Track Mobile</td>
<td>LGN 988831010</td>
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<td>TRK-UTL Utility Trucks</td>
<td>KAWASAKI MULE</td>
<td>950AE044352</td>
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<tr>
<td>Category: TRL-AL  Aluminum Trailers</td>
<td>VIN Number</td>
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<tr>
<td>1401 Freedom Safety Trailer Enclosed</td>
<td>5WKBE2020F1030894</td>
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<tr>
<td>6802 Pace America Work Sport Box Trailer</td>
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<td>6803 Pace America Work Sport Box Trailer</td>
<td>4X4UHA2193W032818</td>
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<th>Category: TRL-DECK  Deck Trailers</th>
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<tbody>
<tr>
<td>676 Transcraft DTL3000 Flatbed Trailer</td>
<td>1TTE483S1C3709971</td>
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<td>677 Transcraft EDTL3000 Extendable Flatbed Trailer</td>
<td>1TTE48257C3576747</td>
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<tr>
<td>6800 Flatbed Trailer</td>
<td>95294</td>
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<tr>
<td>6801 Flatbed Trailer-Roller Trailer</td>
<td>5JPBU161X7P018662</td>
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<tr>
<td>684 Wabash Flatbed Trailer</td>
<td>1JJF482W7YS715111</td>
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<tr>
<td>685 Wabash Flatbed Trailer</td>
<td>1JJF482W3YS715117</td>
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<tr>
<td>686 Wabash Flatbed Trailer</td>
<td>1JJF482W6YS715113</td>
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<td>687 Wabash Flatbed Trailer</td>
<td>1JJF482W2YS715108</td>
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<td>688 Wabash Flatbed Trailer</td>
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<td>689 Wabash Flatbed Trailer</td>
<td>1JJF482W3YS715084</td>
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<td>690 Wabash Flatbed Trailer</td>
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<td>692 Wabash Flatbed Trailer</td>
<td>1JJF482W9YS715056</td>
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<td>693 Wabash Flatbed Trailer</td>
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<td>694 Wabash Flatbed Trailer</td>
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<td>697 Fontaine Flatbed Trailer</td>
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<tr>
<th>Category: TRL-LB  Low Bed Trailers</th>
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<tr>
<td>650 EZ Load Boat Trailer</td>
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<td>651 AmeraTrail AS2224TMB Boat Trailer</td>
<td>4DJAB2421JA014876</td>
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<tr>
<td>6804 Kaufman Trailer</td>
<td>5VGFP3522FL005260</td>
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<tr>
<td>681 Trail King Low Bed Trailer</td>
<td>1TK05421AM099758</td>
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<tr>
<td>681A Trail King Flip Axle</td>
<td>1TKR0051XAM099762</td>
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<tr>
<td>682 Superior M80 Lowbed Trailer</td>
<td>4SGL5731CM091527</td>
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<tr>
<td>682A Superior J65 Lowbed Jeep</td>
<td>4SG91333XC091526</td>
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<td>682B Jeep Axle</td>
<td>4SPA0514CM091028</td>
</tr>
<tr>
<td>682C Flip Axle</td>
<td>4SPA0514CM091029</td>
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<tr>
<td>682D Flip Axle w/Lights</td>
<td>4SPA0510CM091030</td>
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<tr>
<th>Category: TRL-ST  Steel Trailers</th>
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<tr>
<td>620 Weldbilt Truck Body</td>
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### Category: TRL-TAG Tag Trailers

<table>
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<th>VIN Number</th>
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<tr>
<td>5HABE1219E0332739</td>
<td>Homesteader Utility Trailer</td>
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<tr>
<td>59BTE1017DU006567</td>
<td>Look Enclosed 6' X 10' V Nose Trailer</td>
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<tr>
<td>47GBN19919CB000001</td>
<td>Venture Boat Trailer</td>
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<tr>
<td>4X4UHA2193W032818</td>
<td>2003 Hauli</td>
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<tr>
<td>42EDPCG25G1000075</td>
<td>Econoline 18' Trailer 7-Ton Landscape Dovetail</td>
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<tr>
<td>42EDPCG27J1000005</td>
<td>(Loader Tote)</td>
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<td>42EDPCG27J1000571</td>
<td>Econoline 18' Trailer 7-Ton Landscape Dovetail</td>
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<td>42EDPCG27J1000571</td>
<td>(Loader Tote)</td>
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### Category: WW Wheel Wash

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<tr>
<td>995</td>
<td>Truck Wheelwash</td>
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### Category: TRK-UTL Utility Trucks

<table>
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<th>VIN Number</th>
<th>Equipment Component</th>
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<tbody>
<tr>
<td>JK1AFDB136B510821</td>
<td>Kawasaki Mule</td>
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<td>KAF 9503</td>
<td>Kawasaki Mule</td>
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<td>JK1AFDG10BB504672</td>
<td>Kawasaki Mule</td>
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### Category: TRK-UTL Utility Trucks

<table>
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<th>Equipment Component</th>
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<td>JK1AFDF12BB503511</td>
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<td>JK1AFDG13DB508573</td>
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<td>JALC4B1657002261</td>
<td>Isuzu Box Truck</td>
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<td>JALC4B1657000493</td>
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<tr>
<td>J8DC4B16657001428</td>
<td>GMC Box Truck W4500</td>
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<tr>
<td>740</td>
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<td>779</td>
<td>Ford F550 Service Truck</td>
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<td>783</td>
<td>Kenworth T370 Service Truck</td>
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<td>788</td>
<td>Ford F450 Box Truck</td>
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<td>792</td>
<td>Ford F450 Utility Truck</td>
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<td>795</td>
<td>Ford F550 Welding Truck</td>
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<td>799</td>
<td>Ford F550</td>
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<td>8203</td>
<td>Chevrolet 3500 Utility Truck</td>
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**Category: TRK-WTR  Water Truck**

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<td>777 Ford F750 Water Truck 2000 Gallons</td>
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**Category: VH-PA  Passenger Vehicles**

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<td>1L801 Range Rover Sport HSE</td>
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**Category: VH-PU  Pickup Trucks**

<table>
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<th>Equipment Component</th>
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<tbody>
<tr>
<td>803 Chevrolet Pickup 2500HD Double Cab 4WD</td>
<td>1GC2KUE65J269351</td>
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<tr>
<td>804 Chevrolet Pickup 2500HD Crew Cab 4WD</td>
<td>1GC1XXEY2JF185513</td>
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<tr>
<td>807 Chevrolet Pickup 1500 Crew Cab 4WD</td>
<td>3GCUKPEC1JG310257</td>
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<tr>
<td>808 Ford F150 Pick Up</td>
<td>1FTFW1EB8KD72730</td>
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<tr>
<td>Category: VH-PU Pickup Trucks</td>
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Category: VH-PU  Pickup Trucks

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Category: VH-VAN  Vans

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</table>
14. In what manner have you inspected this proposed work? Explain in detail.

Possibly Personnel visited the job sites. The facility & vicinity was toured & witnessed.

(Use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

In general, possibly intends to follow the suggested sequence & staging of work listed in the Plans & Specs.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Please see the Attached Resume for Charles A. Tate, Jr.

17. Insurance carried by your firm:

<table>
<thead>
<tr>
<th>Type</th>
<th>Company</th>
<th>Limits of Coverage</th>
<th>Term</th>
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</thead>
<tbody>
<tr>
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See Attached Ins. Cert.
# CERTIFICATE OF LIABILITY INSURANCE

**DATE:** 4/8/2019

**PRODUCER:**
- **Name:** PG Sevitt Group LLC
- **Address:** 3335 NEW HYDE PARK RD SUITE 400 NEW HYDE PARK NY 11042

**INSURED:**
- **Name:** Pappilio Civi, Inc.
- **Address:** 1750 New Highway Farmingdale NY 11735

**CERTIFICATE NUMBER:** 1507533331

**COVERAGE**

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<td>NON-OWNED AUTO</td>
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<td>$1,000,000</td>
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**DESCRIPTION OF OPERATIONS LOCATION / VEHICLES**

- Additional Renter's Schedule, may be attached if more space is required.

**CERTIFICATE HOLDER**

- **EVIDENCE OF INSURANCE**

**CANCELLATION 60 DAY**

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

**AUTHORISED REPRESENTATIVE**

© 1980-2014 ACORD CORPORATION. All rights reserved.
18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "Qualifications and Responsibility of Bidders" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.
NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)
STATE OF NEW YORK )
COUNTY OF NASSAU ) ss.: 

Michael J. Bette Being duly sworn, deposes and says:
That he resides at 1111 Broadway, Street, in the City of New York, say, that he is the VP of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true. Subscribed and sworn to before me this 16th day of Sept., 2019.

(Patricia Kissane)
Notary

(Form of Affidavit where Bidder is a firm)
STATE OF NEW YORK )
COUNTY OF NASSAU ) ss.: 

Being duly sworn, deposes and says:
That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true. Subscribed and sworn to before me this day of , 20 .

Notary

(Form of Affidavit where Bidder is an individual)
STATE OF NEW YORK )
COUNTY OF NASSAU ) ss.: 

Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true. Subscribed and sworn to before me this day of , 20 .

Notary
**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN**

**Part 1- General Information:**

<table>
<thead>
<tr>
<th>Consultant/Contractor Name:</th>
<th>POSHLICO CIVIL, INC.</th>
</tr>
</thead>
</table>
| Address (street/city/state/zip code): | 1750 New Highway  
| | Farmingdale, NY 11735 |
| Authorized Representative (name/title): | Fred W. Locher - V. President |
| Authorized Signature: | [Signature] |
| Contract Number: | H61587-PR3 |
| Contract/Project Name: | NASSAU COUNTY PRIORITY RESURFACING - VARIOUS RDS. - PHASE 3 |
| Contract/Project Description: | RESURFACING OF ASPHALT/CONCRETE SURFACES AND OTHER RELATED WORK AT VARIOUS LOCATIONS IN NASSAU COUNTY, T/HEMPSTEAD. |

**Part 2- Projected MBE/WBE Contract Summary:**

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<th>Amount ($)</th>
<th>Percentage (%)</th>
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<tr>
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<td>Description of Work (MBE)</td>
<td>Projected MBE Contract Amount ($) and Award Date</td>
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| **Name:** John Martinez  
**Address:** 112 Florida St.  
**City:** Farmingdale  
**State/Zip Code:** N.Y. 11735  
**Authorized Representative:** Mr. John Martinez  
**Telephone No.:** 631-445-0970 | Trucking | Amount ($): $250,000. -  
Award Date: | Start Date:  
Completion Date: |
| **Name:**  
**Address:**  
**City:**  
**State/Zip Code:**  
**Authorized Representative:**  
**Telephone No.:** | | Amount ($):  
Award Date: | Start Date:  
Completion Date: |
| **Name:**  
**Address:**  
**City:**  
**State/Zip Code:**  
**Authorized Representative:**  
**Telephone No.:** | | Amount ($):  
Award Date: | Start Date:  
Completion Date: |
### Part 4 - WBE Information (use additional blank sheets as necessary):

<table>
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<tr>
<th>WBE Firm</th>
<th>Description of Work (WBE)</th>
<th>Projected WBE Contract Amount($ and Award Date)</th>
<th>WBE Contract Scheduled Start Date and Completion Date</th>
</tr>
</thead>
</table>
| Name: **ISLAND PAVEMENT COUNTER CO., INC.**  
Address: 84 Kean St.  
City: **WEST BABYLON**  
State/Zip Code: N.Y. 11704  
Authorized Representative: **MS. MARISSA O'NEILL**  
Telephone No. 631-589-3711 | Saw Cutting  
CLEAN/SEAL JOINTS & CRACKS | Amount ($): $ 125,000.  
# PENDING AWARD OF CONTRACT FROM NCDPW | Start Date:  
Completion Date: |
| Name: **BOHEMIA GARDEN CENTER INC.**  
Address: 1894 LAKELAND AVE.  
City: **RONKONKOMA**  
State/Zip Code: N.Y. 11779  
Authorized Representative: **MS. DONNA DEFARDE**  
Telephone No. 631-580-3140 | TOPSOIL/SEEDING  
TREE/STUMP REMOVALS | Amount ($): $ 40,000.  
# PENDING AWARD OF CONTRACT FROM NCDPW | Start Date:  
Completion Date: |
| Name:  
Address:  
City:  
State/Zip Code:  
Authorized Representative:  
Telephone No. | Amount ($) | Start Date:  
Completion Date: |
### NIFS ID: CLPW20000001  Department: Public Works

**Capital:** X  
**SERVICE:** Asbestos/Lead Abatement-B90625-03B-Amendment 1  
**Contract ID #:** CHPW16000030  
**NIFS Entry Date:** 31-JAN-20  
**Term:** from 04-APR-20 to 04-OCT-20

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<table>
<thead>
<tr>
<th>Vendor Info:</th>
<th>Department:</th>
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</table>
| **Name:** 192 Branch Interior Services  
**Address:** 2099 9th Avenue  
Ronkonkoma, NY 11779 | **Contact Name:** Robert Exner  
**Address:** NCDPW  
1194 Prospect Avenue  
Westbury NY 11590  
**Phone:** 571-6919 |
| **Vendor ID#:**  | **Contact Person:**  |
| **Phone:** | |

### Routing Slip

<table>
<thead>
<tr>
<th>Department</th>
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<tr>
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<td>County Atty.</td>
<td>Insurance Verification: X</td>
<td>04-FEB-20 -- NGUMIENIKA</td>
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<td>County Atty.</td>
<td>Approval to Form: X</td>
<td>04-FEB-20 -- AAMATO</td>
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<tr>
<td>CPO</td>
<td>Approval: X</td>
<td>12-MAR-20 -- RCLEYAR</td>
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### Contract Summary

**Purpose:** Amendment One - To increase contract cap by $900,000.00 and extend contract term for six (6) months. To perform required lead abatement at the Mitchell Field Rifle Range and perform asbestos/lead abatement at various county facilities as needed. This is part of Nassau County’s Asbestos Management Plan and is required by the New York State Department of Labor.

**Method of Procurement:** The contract was awarded to the lowest bidder after advertisement for sealed bids. Six (6) bids were accepted.

**Procurement History:** Bid documents were advertised in Newsday and eProcure and were available for a period of three (3) weeks from 9:00am on April 29, 2016 until 3:45pm on May 20, 2016. All sealed proposals were accepted until 10:30am on May 24, 2016 and opened thereafter. The winning bid was Branch Services.

**Description of General Provisions:** This was a two (2) year agreement with an option for one (1) additional year. The contract is currently in the 3rd year with an expiration date of April 4, 2020. Annual estimated expenditures are $450,000.00. The contract was capped at $1,350,000.00.

**Impact on Funding / Price Analysis:** Capital Project 41482 (Mitchell Field Rifle Range) - $500,000.00; Removal of contaminated sand

Capital Project 90625 (Asbestos/Lead Abatement at Various Facilities) - 0.01; Funds (Advisement’s) to be encumbered on an as needed basis not to exceed $399,999.99.

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted) Approve as submitted

### Advisement Information

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<tr>
<td>31</td>
<td>PWCAPCAP/90625/000</td>
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**TOTAL:** $500,000.01

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% Increase

% Decrease
RULES RESOLUTION NO -2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND 192 BRANCH INTERIOR SERVICES, INC.

WHEREAS, pursuant to County contract number B90625-03B, for REQUIREMENTS CONTRACT-ASBESTOS AND LEAD ABATEMENT-VARIOUS LOCATIONS, NASSAU COUNTY, NEW YORK ("Contract") between the County and 192 BRANCH INTERIOR SERVICES, INC. ("Contractor"), the Contractor performed services as more particularly described in the contract documents a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Contract by $900,000.00 dollars, and to extend the term of the Contract an additional six (6) months;

WHEREAS the funding for this Contract amendment is from capital funds approved by the Nassau County Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature based upon the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract amendment with the vendor.
NIFA  Nassau County Interim Finance Authority

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

1. Vendor: 192 Branch Interior Services

2. Dollar amount requiring NIFA approval: $500000.01
   Amount to be encumbered: $500000.01
   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: 6 months
   Has work or services on this contract commenced? N   
   If yes, please explain:

4. Funding Source:
   General Fund (GEN)  Grant Fund (GRT)
   X Capital Improvement Fund (CAP)       Federal % 0
   Other                     State % 0
   Other                     County % 0

   Is the cash available for the full amount of the contract?       N
   If not, will it require a future borrowing?           Y

   Has the County Legislature approved the borrowing?       Y
   Has NIFA approved the borrowing for this contract?     N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:
   Amendment One - To increase contract cap by $900,000.00 and extend contract term for six (6) months. To perform required lead abatement at the Mitchell Field rifle range and perform asbestos abatement of various county facilities as needed. This is part of Nassau County’s Asbestos Management Plan and is regulated by the New York State Department of Labor.

6. Has the item requested herein followed all proper procedures and thereby approved by the:
   Nassau County Attorney as to form
   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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
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</table>
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.

CNOLAN 14-FEB-20
Authenticated User Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:
I certify that the bonding for this contract has been approved by NIFA.

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

Authenticated User Date

NIFA

Amount being approved by NIFA:  

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

Authenticated User Date

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

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

NIFA reserves the right to request additional information as needed.
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: 192 Branch Interior Services

CONTRACTOR ADDRESS: 2099 9th Avenue, Ronkonkoma, NY 11779

FEDERAL TAX ID #: 11-2352087

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

I. □ The contract was awarded to the lowest, responsible bidder after advertisement
for sealed bids. The contract was awarded after a request for sealed bids was published
in ______________________________ [newspaper] on [date]. The sealed bids were publicly opened on ______________________________ [date]. __________ [?] of sealed bids were received and opened.

II. □ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on ______________________________ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in ______________________________ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on ______________________________ [date]. __________ [state ?] proposals were received and evaluated. The evaluation committee consisted of: ______________________________ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on April 4, 2017. 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 bid contract documents were published and made available to contractors for a period of 3 weeks. All sealed proposals were accepted until 10:30 a.m. on May 24, 2016. 8 bids were accepted and reviewed with Branch Services winning the lowest comparison bid.

[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.

[Signature]
Department Head Signature

1/30/2020
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. Servics Contracts: Rev. 01/18
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
Arthur Chu [A.CHU@BRANCHSERVICESINC.COM]

Title: President
COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

| None/ Not applicable |

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

| None / Not applicable |

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

| None / Not applicable |

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

| None / Not applicable |

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

| None / Not applicable |

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO X [ ] If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Arthur Chu [A.CHU@BRANCHSERVICESINC.COM]

Dated: 01/09/2020 12:31:15 PM

Vendor: 192 Branch Interior Services, Inc.

Title: President
The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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 calendar or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

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

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

1. Principal Name: Arthur Chu
   Date of birth: ________________
   Country: US
   Business Address: 2099 9th Avenue
   City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
   Telephone: 631.467.6600
   Other present address(es):
   City: _____________________ State/Province/Territory: ______ Zip/Postal Code: _______
   Telephone: ______________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 01/01/1995 Treasurer
   Chairman of Board ____________________ Treasurer
   Chief Exec. Officer ____________________ Shareholder
   Chief Financial Officer ____________________ Secretary
   Vice President ____________________ Partner
   (Other) ____________________

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [ ] Arthur Chu is 100% owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [x] X If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [x] X If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [x] X If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [x] X If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [x] X If yes, provide an explanation of the circumstances and corrective action taken.

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

Page 2 of 5

Rev. 3-2016
9.

a. Is there any felony charge pending against you?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.
I, [Arthur Chu], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

192 Branch Interior Services, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Arthur Chu [A.CHU@BRANCHSERVICESINC.COM]

President
Title

01/09/2020 12:38:57 PM
Date
Business History Form

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

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

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

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

Date: 10/11/2019

1) Proposer's Legal Name: 192 Branch Interior Services, Inc.

2) Address of Place of Business: 2099 9th Avenue
   City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
   Country: US

Address: 119 Gary Way
City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
Country:
Start Date: 01-FEB-98 End Date: 01-MAY-17

3) Mailing Address (If different):
   City: __________________________ State/Province/Territory: ______ Zip/Postal Code: ______
   Country: _________________________
   Phone: __________________________

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

4) Dun and Bradstreet number: 06-0338209

5) Federal I.D. Number: 11-2352067

6) The proposer is a: Corporation (Describe) _______

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES [ ] NO [X] If yes, please provide details: ________________________________

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

Page 1 of 7

Rev. 3-2016
9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES [ ] NO [X] If yes, please provide details:

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 [X] If yes, state the name of bonding agency, (If a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (If a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?  
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business?  
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Please see attachments with regard to this matter.

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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: 2-24-20 NCDPW BH Form Inquiry.pdf

Page 2 of 7  
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b) Any misdemeanor charge pending?
YES    NO    X    If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES    NO    X    If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES    NO    X    If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES    NO    X    If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


15)  In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES    NO    X    If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


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


17)  Conflict of Interest:
   a)  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
   (1) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

   No conflict exists - We are aware of Nassau County's policy with regard to material financial relationships between our firm or any firm employee. To date there has been no conflict of interest. If such conflict should occur in the future, we will contact the county to alert them and proceed as per the county's instruction to uphold their policies and procedures.
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 - We are aware of Nassau County's policy with regard to any family relationship between an employee of our firm and any County public servant. To date there has been no conflict of interest. If such conflict should occur in the future, we will contact the county to alert them and proceed as per the county's instruction to uphold their policies and procedures.

(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 - We are aware of Nassau County's policy with regard to any family relationship between an employee of our firm and any County public servant. To date there has been no conflict of interest. If such conflict should occur in the future, we will contact the county to alert them and proceed as per the county's instruction to uphold their policies and procedures.

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.

As referenced in the above affirmations, in the future, should any such conflict arise, 192 Branch Interior Services, Inc. would immediately notify the County of Nassau and proceed as per and according to the policies and procedures set forth by the County of Nassau when dealing with a situation of conflict.

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.

Have you previously uploaded the below information under In the Document Vault?
YES [ ] NO [x]

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

i) Date of formation:
06/01/1975

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

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

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

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);
v) The number of employees in the firm:

75

vi) Annual revenue of firm:

15000000

vii) Summary of relevant accomplishments

Awarded annual contracts by Suffolk County DPW, Nassau County DPW, Nassau University Medical Center, Nassau BOCES and the New York State Office of General Services

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


B. Indicate number of years in business.

44

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

Licensed asbestos, lead and mold abatement contractor. Fully insured. Completion of private, municipal and governmental projects annually.

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: Suffolk County Department of Public Works
Contact Person: Tom Szumczyk
Address: 335 Yaphank Avenue
City: Yaphank
State/Province/Territory: NY
Country: US
Telephone: (631) 852-5280
Fax #: 
E-Mail Address: thomas.szumczyk@suffolkcountyny.gov

Company: Nassau University Medical Center
Contact Person: Robert Bayer
Address: 2201 Hempstead Tpke.
City: East Meadow
State/Province/Territory: NY
Country: US
Telephone: (516) 572-9112
Fax #: (516) 572-6267
E-Mail Address: rbayer@numc.edu

Company: Nassau BOCES
Contact Person: Anthony Fierro
Address: 100 Haskel Drive Building C
City: Syosset
State/Province/Territory: NY
Country: US
Telephone: (516) 396-2010

Page 5 of 7

Rev. 3-2016
I, [Arthur Chu], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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Name of submitting business: 192 Branch Interior Services, Inc.

Electronically signed and certified at the date and time indicated by: [Arthur Chu, A.CHU@BRANCHSERVICESINC.COM]

President
Title

02/25/2020 11:05:34 AM
Date
February 24, 2020

Mr. Robert Exner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11797

Re: BH Form Inquiry

Dear Mr. Exner:

We have provided the attached information in regard to the DOL regulatory investigations as requested. The original BH form did not have these listed because we did not realize that DOL investigations and/or violations were part of the mandatory required disclosures, being that they are so common in our industry. I have attached a list corresponding to the requested investigations, including an explanation and outcome for each.

Respectfully,

[Signature]

Luke Saunders
VP of Operations
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United States Environmental Protection Agency

This is to certify that

192 Branch Interior Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 22, 2021

LBP-796-1
Certification #
October 25, 2018
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch
New York State – Department of Labor
Division of Safety and Health
Licenses and Certifications Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

FILE NUMBER: 99-1047
LICENSE NUMBER: 28588
LICENSE CLASS: FULL
DATE OF ISSUE: 10/07/2010
EXPIRATION DATE: 10/31/2020

192 Branch Interior Services, Inc.
2000 9th Avenue
Ronkonkoma, NY 11779

Only Authorized Representative: Arthur Chu.

This license has been issued in accordance with applicable provisions of Articles 89 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations 9.2 NYCRR Part 56. It is subject to suspension or revocation for: (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensees on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)
COUNTY OF NASSAU

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

1. Name of the Entity: 192 Branch Interior Services, Inc. DBA Branch Services
   Address: 2099 9th Avenue
   City: Ronkonkoma  State: NY  Zip Code: 11779

2. Entity's Vendor Identification Number: 11-2352067

3. Type of Business: Other (specify)  S Corp

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

   1 File(s) uploaded

   No principals have been attached to this form.

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

   None. There is only 1 owner for our company

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

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

   None

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

   Are there lobbyists involved in this matter? YES [ ]  NO [x]  

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

   (b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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

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

Electronically signed and certified at the date and time indicated by:
Arthur Chu [A.CHU@BRANCHSERVICESINC.COM]

Dated: 01/09/2020 12:39:51 PM
Title: President
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.
Company Principal

Arthur Chu –
AMENDMENT ONE

This AMENDMENT, (this “Amendment”), made and entered as of the date on which this Amendment is last executed by parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) 192 Branch Interior Services, 2099 9th Avenue, Ronkonkoma, NY, 11779 (the “Firm” or the “Contractor”).

WITNESSETH:

WHEREAS, pursuant to County contract number B90625-03B between the County and the Contractor, executed on behalf of the County on April 4, 2017 (the “Original Agreement”), the Contractor performed certain services for the County in connection with the County’s asbestos management program providing Asbestos/Lead Abatement.

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Contract, as full compensation for the Services, is One Million Three Hundred Fifty Thousand ($1,350,000.00) (the “Maximum Amount”);

WHEREAS, the term of Contract B90625-03B is set to expire on April 4, 2020;

WHEREAS, The County desires to Amend the “Maximum Amount” to compensate Contractor for services to be rendered during the term;

WHEREAS, The County desires to Amend the expiration date and extend the term of the Original Contract to allow for completion of services;

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

1. Amended Maximum Amount. The Maximum Amount to be paid for Services shall be increased by an additional Nine Hundred Thousand ($900,000), so that the total “Maximum Amount” to be paid Contractor for service shall be Two Million Two Hundred Fifty Thousand ($2,250,000.00, “Amended Maximum Amount”).
2. **Amended Time Extension.** The term of the contract shall be extended by an additional six (6) months, so that the expiration date of Contract B90625-03B shall be October 4, 2020.

3. **Compliance with Law.**

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

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

   (c) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:

   (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;

   (ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

   (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

   (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

192 Branch Interior Services

By: [Signature]
Name: [Name]
Title: President
Date: 1/8/2020

NASSAU COUNTY

By: [Signature]
Name: [Name]
Title: County Executive
Date: [Date]

Deputy County Executive

Date: [Date]

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK

COUNTY OF NASSAU

On the ____ day of _____________ in the year 2020 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 the __________________ of ________________________________, the
corporation described herein and which executed the above instrument; and that he or she
signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK

SS.

COUNTY OF NASSAU

On the _____ day of January _____ in the year 2020 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 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

GRACE BOCUZZO
Notary Public, State of New York
Reg. No. 0106649754
Commission Expires Oct 23 22

GRACE BOCUZZO
Notary Public, State of New York
Reg. No. 0106649754
Commission Expires Oct 23 22
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Arthur Chu - President

Name and Title of Authorized Representative

Signature

Date

192 Branch Interior Services, Inc.

Name of Organization

2099 9th Avenue, Ronkonkoma, NY 11779

Address of Organization

OJP FORM 4651T (REV. 2/88) Previous editions are obsolete
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

TO: Office of the County Executive  
   Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: January 9, 2020

SUBJECT: Approval of Contract Amendment No. 1  
Asbestos/Lead Abatement at Various County Locations  
Requirements Contract No. B90625-03B  
Encumbrance No. - CPW16000030  
192 Branch Interior Services

As the original encumbrance is expended and there may be no available funding for emergency related asbestos  
abatement work; and as emergency lead removal is required at the Mitchel Field Rifle Range, this Department is  
requesting approval of the following Amendment that is necessary for 192 Branch Interior Services, to perform  
additional “on-call” asbestos/lead abatement services, and complete work at the Mitchel Field Rifle Range as their  
three (3) year contract expires on April 4, 2020.

ASBESTOS/LEAD ABATEMENT AT VARIOUS COUNTY LOCATIONS REQUIREMENTS  
CONTRACT NO. B90625-03B

ADDITIONAL FUNDING: Increase Maximum Amount by $900,000.00

TIME EXTENSION FOR COMPLETION OF SERVICES: Extension of time for six (6) months

The work to be performed under this contract Amendment will consist of the furnishing of labor and materials and  
incidental costs as specified to perform asbestos/lead abatement at various locations on an “on-call” emergency basis.  
Any remaining balance will be disencumbered at the end of the contract.

If you approve or disapprove of the above request and how we propose to proceed, please signify below and return  
the memo to this office for appropriate action.

[Signature]

Kenneth G. Arnold  
Commissioner

KGA:WSN:FM:pl  
c: William Nimmo, Deputy Commissioner  
   Roseann D’Aliseva, Deputy Commissioner  
   Loretta Dionisio, Assistant to Deputy Commissioner  
   Fredrick Maroni, Unit Head, Facilities Management Unit  
   Anthony Marino, Deputy Superintendent of Buildings  
   Robert Exner, Asbestos Abatement Project Manager

APPROVED:  
Brian J. Schneider  
Deputy County Executive  
Date 1/10/2020

DISAPPROVED:  
Brian J. Schneider  
Deputy County Executive  
Date

[Seal]
COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
WESTBURY, NEW YORK

REQUIREMENTS CONTRACT
ASBESTOS AND LEAD ABATEMENT
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO. B90625-03B

Edward P. Mangano
County Executive
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Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on May 24, 2016 until 10:30 AM, at which time the Proposals which accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature, and the contract awarded as soon thereafter as practicable for:

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
REQUIREMENTS CONTRACT
ASBESTOS AND LEAD ABATEMENT
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO.: B90625-03B

This contract involves furnishing the necessary labor, materials, tools, equipment and incidentals for encapsulation, enclosure, repair, and removal of asbestos and lead containing materials in building structures at various locations in Nassau County.

This Contract will be subject to Nassau County Section 101 of Local Law No. 14-2002, and Local Law No. 9-2002, which requires that firms entering into contracts must participate in registered and approved apprenticeship training programs. At the time of bid submission, the Contractor and its proposed Subcontractors shall submit as part of its bid an affidavit of participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed under the Agreement. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.

SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract for which separate specifications have not been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the foregoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined at the Permit Office of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from 9:00 AM on April 29, 2016 until 3:45 PM on May 20, 2016 (closed daily from 12:00 Noon to 1:00 P.M.). Copies of the Contract Documents will be available at the time and place indicated.

A non-refundable fee of $300.00 by check or money order, payable to the Nassau County Treasurer, will be required for each set of Contract Documents requested. Prospective bidders requesting Contract Documents by mail must remit an additional, non-refundable, fee of $30.00 per set to cover handling and first class mailing.
In order to ensure that you are submitting bids based on the plans and specifications provided by the Department, please be advised that the Department will only accept bids from bidders who are on the "List of Bidders" who purchased the plans and specifications from the Department.

Security for Bid as set forth herein must be presented with the Bid.

"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD."

Dated at Mineola, LI By Order of Edward P. Mangano, County Executive
April 27, 2016 By Michael C. Pulitzer, Clerk of the Legislature
RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground,
conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8. Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the
nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at the Permit Office of the Department of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

1. The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the BID and shall be OF THE BID BOND FORM PROVIDED and presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then "attached to the OUTSIDE of the envelope containing the BID."
INSTRUCTIONS TO BIDDERS

2. SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract, for which separate specifications have NOT been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the foregoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

Michael C. Pulitzer  
Clerk of the Legislature  
1550 Franklin Avenue  
Mineola, NY 11501

Shila Shah-Gavnoudias, P.E.  
Office of the Commissioner  
1194 Prospect Avenue  
Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt.
requested, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

H. BID SECURITY

1. The proposal must be accompanied either by a certified check of a Bank or Trust Company with its principal place of business in New York State in the amount of $45,000.00, made payable to the County of Nassau as assurance that the bid is made in good faith; or a BID BOND in the amount of forty-five thousand dollars ($45,000.00). BIDDER MUST USE THE BID BOND FORM PROVIDED HEREIN. The American Institute of Architects or similar substitute forms OR FORMS IDENTICAL TO THAT PROVIDED HEREIN will NOT be accepted (see Form of Bid Bond Immediately following the Instruction to Bidders). The BID BOND must be affixed to the OUTSIDE of the envelope containing the BID as indicated earlier in the INSTRUCTIONS TO BIDDERS. FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.

2. If after opening the BID, the Bid Security is found to be less than the required $45,000.00, the BID will at that point be determined to be non-responsive and the BID will be rejected.

3. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

5. If the Bidder to whom the Contract is awarded refuses or
INSTRUCTIONS TO BIDDERS

neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by the County as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, Nassau County intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible vendors. Accordingly, responses must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller. http://www.osc.state.ny.us/vendrep/.
1. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.

b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as
well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to, the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules
and/or regulations.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder’s appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.

SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement").) each in the amount of $2,000,000.00, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or
bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which must be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the

Instructions
INSTRUCTIONS TO BIDDERS

successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

<table>
<thead>
<tr>
<th>Value of Contract</th>
<th>Administrative Fee</th>
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<tr>
<td>$0 - $5000</td>
<td>$0</td>
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<tr>
<td>$5001 - $50,000</td>
<td>$160</td>
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<tr>
<td>$50,001 - $100,000</td>
<td>$266</td>
</tr>
<tr>
<td>Over $100,000</td>
<td>$533</td>
</tr>
</tbody>
</table>

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain
INSTRUCTIONS TO BIDDERS

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a
2. GENERAL MUNICIPAL LAW, Section 103-d
3. LABOR LAW, Article 8 and Article 10
4. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3
5. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
6. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these instructions.
7. With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.
8. Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.
INSTRUCTIONS TO BIDDERS

R. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

S. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.

c. Not have an unsatisfactory record of performance.

d. Not have an unsatisfactory record of integrity and business ethics.
INSTRUCTIONS TO BIDDERS

e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

T. CONTRACTS WITH FEDERAL AID

1. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding $1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.

2. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections 22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.

3. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

U. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

V. APPRENTICESHIP TRAINING PROGRAMS

The successful bidder will be required to comply with Title 51 Apprenticeship Training Programs for County Contracts included below.
INSTRUCTIONS TO BIDDERS

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

Section 1. Legislative Intent.  
2. Definitions.  
3. Requirements and Exceptions.  
4. Enforcement.  
5. Severability.  
6. Applicability

1. Legislative intent and purpose. The County of Nassau hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the NEW YORK LABOR LAW.

2. Definitions. As used in this local law, the following terms shall have the meanings indicated:

A. "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes an employee's successful completion of an apprenticeship program.
B. "Construction contract" shall mean any contract to which the County of Nassau shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of $500,000.
C. "Contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW.
D. "Sponsor" shall mean any organization or entity operating an apprenticeship program with the New York State Department of Labor and in whose name the program is registered.

3. Requirements and Exceptions.

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW, as evidenced by
valid Certificates of Completion which are specifically identified as pertaining to the trade(s) and/or job title(s) called for within the construction contract, anything in Section 103 of the NEW YORK GENERAL MUNICIPAL LAW to the contrary notwithstanding.

B. Prior to entering a construction agreement with the County of Nassau, a contractor must submit to the County, Certificates of Completion showing that they, or their sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. If a contractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.

C. It shall be a contractor's responsibility to submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and to provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from their apprenticeship program.

D. If a contractor utilizes a subcontractor on a construction contract, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. The contractor must submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying the signatory status.
E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.

F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.

G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.

H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.

4. Enforcement. The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

5. Severability. If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.
INSTRUCTIONS TO BIDDERS

6. **Applicability.** This local law shall apply to construction contracts advertised for bids on or after the effective date.

(Added by Local Law No. 9-2002, in effect August 8, 2002, amended Local Law No. 3-2013 and Local Law 3-2015 effective June 19, 2015.)
FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to USE THIS FORM PROVIDED as the use of ANY OTHER FORM may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned 192 BRANCH INTERIOR SERVICES, INC.

as Principal; and UNITED STATES FIRE INSURANCE COMPANY as surety, who is licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

FORTY FIVE THOUSAND AND 00/100 dollars ($ 45,000.00 ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 19TH day of MAY, 2016

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. B90625-03B for the REQUIREMENTS CONTRACT-ASBESTOS AND LEAD ABATEMENT - VARIOUS LOCATIONS NASSAU COUNTY, NY

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, the Principal shall,

a. When notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. Furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. In all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.
Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereeto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

192 BRANCH INTERIOR SERVICES, INC.
Contractor
by ______________________ (L.S.) (Corporate seal of Contractor
Title if a corporation)

by ______________________ (L.S.)

by ______________________ (L.S.)

UNITED STATES FIRE INSURANCE COMPANY
S surety

by ______________________ (L.S.) (Corporate seal
Of Officer of Surety)

Attest: ______________________ (L.S.)
JOSEPH V CARDINALE, WITNESS
STATE OF NEW YORK

ss.
COUNTY OF SUFFOLK

On this 23rd day of May, 2010, before me personally came Arthur Ch., who, being by me duly sworn, did depose and say for himself, that he resides in the Village of the Branchville District, in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto, by like order.

Notary Public
State of New York
No. 01905946754
Qualified in Suffolk County

STATE OF

ss.
COUNTY OF

On this day of 2010, before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF

ss.
COUNTY OF

On this day of 2010, before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public
(Acknowledgment by Surety Company)

STATE OF NEW YORK

ss.: COUNTY OF ERIE

On this 19TH day of MAY, 2016, before me personally came GARY A. CARDINALE, known, who being duly sworn, did depose and say that he resides in BUFFALO, NY.

That he is the ATTORNEY-IN-FACT of the UNITED STATES FIRE INSURANCE COMPANY, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said DANIELLE D. BARCLAY, further said that she is acquainted with GARY A. CARDINALE and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said GARY A. CARDINALE subscribed to the within instrument is in the genuine handwriting of the said GARY A. CARDINALE and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said DANIELLE D. BARCLAY.

[Signature]

Notary Public

Notary Seal

State of New York
My Appointment Expires July 24, 2018
POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.
NOW ALL MEN BY THESE PRESENTS, That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the State of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Gary A. Cardinale

each, its true and lawful Attorney(s). In fact, with full power and authority hereby conferred in his name, place and stead, to execute, acknowledge and deliver any and all bonds and undertakings or other documents that the ordinary course of the business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars ($7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as same in full force and effect, and consistent with Article III thereof, which Article provides, in pertinent part:

Article IV. Execution of Instruments – Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with the business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to enter into writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III. Officers. Section 3.11. Facsimile Signatures. The signature of any office authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, policies of insurance, issued by the Corporation may be printed, facsimile, lithographed or otherwise produced, in addition and as authorized by the Board of Directors, divided warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be at the time when such instrument shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.

United States Fire Insurance Company

Anthony R. Slimpiewicz, Senior Vice President

State of New Jersey
County of Morris

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES/25/2019

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a true copy, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of August, 2015.

Al Wright, Senior Vice President
FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.
# UNITED STATES FIRE INSURANCE COMPANY
1229 ORANGE STREET, WILMINGTON, DELAWARE 19801

## STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

**AT DECEMBER 31, 2015**

### ASSETS

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<th>Description</th>
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<tr>
<td>Preferred Stocks (Market Value)</td>
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<td>Common Stocks (Market Value)</td>
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<td>Condensed Equities and Short Term Investments</td>
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<td>Long Term Investments</td>
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<td>Other Long Term Assets</td>
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<tr>
<td>Foreign Currency and Foreign</td>
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<tr>
<td>Coal Ashes</td>
<td>205,688,826</td>
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<tr>
<td>Miscellaneous and Miscellaneous and Miscellaneous</td>
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<tr>
<td>Amounts Receivable from Reinsurance</td>
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<td>Amounts Held by or Deposited with Reinsurers</td>
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<td>Amounts Held and Foreign Foreign Foreign Foreign Foreign</td>
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<td>Electronic Data Processing Equipment</td>
<td>18,736,816</td>
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<td>Reserves for Premiums, Subsidiaries and Affiliates</td>
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<td>Other Assets</td>
<td>731,957,877</td>
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<td><strong>TOTAL ASSETS</strong></td>
<td><strong>3,252,911,879</strong></td>
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### LIABILITIES, SURPLUS & OTHER FUNDS

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<tr>
<td>Premiums Not Earned</td>
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<td>Reinsurance Premiums Earned</td>
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<td>Loss Adjusting Expense</td>
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<td>Long Term Investments</td>
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<td>Miscellaneous and Miscellaneous and Miscellaneous and Miscellaneous</td>
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<td>Other Expenses (Excluding Taxes, Licenses and Fees)</td>
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<td>Taxes, Licenses and Fees (Including Premium Income Taxes)</td>
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<td>Interest Income</td>
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<td>Deferred Premiums</td>
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<td>Ceded Reinsurance Premiums Earned</td>
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<td>Funds Held by Company for Account of Others</td>
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<td>Amounts Withheld by Company for Account of Others</td>
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<td>Premiums in Reserve</td>
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<td>Premiums in Reserve</td>
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<td>Other Liabilities</td>
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<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>3,251,937,951</strong></td>
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<tr>
<td>Common Capital Stock</td>
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<td>Gross Paid-In and Contributed Surplus</td>
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<td>Surplus in Retained Earnings</td>
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<tr>
<td>Surplus in Retained Earnings</td>
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<tr>
<td><strong>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS</strong></td>
<td><strong>3,252,911,879</strong></td>
</tr>
</tbody>
</table>

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In Testimony Whereof, I have set my hand and affixed the seal of the Company, this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY
CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.
CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

United States Fire Insurance Company
Of Wilmington, Delaware

a corporation organized under the laws of the State of Delaware and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $860,733,244 (Capital $8,007,567) as is shown by its sworn financial statement for the Second Quarter ending June 30, 2015 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have
unto set my hand and affixed
official seal of this Department
in the City of Albany, this 21st
day of August 2015.

Anthony J. Albanese
Acting Superintendent

By Jacqueline Catalfamo
Special Deputy Superintendent
PROPOSAL

GENERAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
REQUIREMENTS CONTRACT
ASBESTOS AND LEAD ABATEMENT

Contract No. B90625-03B

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: 193 Branch Interior Services, Inc.
(Individual, Firm or Corporation, as case may be)

Bidder’s Address: 119 Gay Way, Ronkonkoma, NY 11779.

Telephone: 631-467-6600 Date: 5/4/16
Fax Tel.: 631-467-6611 E-MAIL: A.OV@branchinteriorinc.com
NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners: Arthur Chu

Residence of Partners:

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Arthur Chu

President's Domicile:

Name of Vice President:

Vice President's Domicile:

Corporate Officer: ________________ Title: ________________

Corporate Officer's Domicile:

Corporate Officer: ________________ Title: ________________

Corporate Officer's Domicile: ________________
PROPOSAL

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.
PROPOSAL

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm’s having an approved State of New York Apprenticeship Training Program.
May 23, 2016

TO WHOM IT MAY CONCERN:

Please be advised that Branch Services Inc. is a member of the Environmental Contractors Association, which is a signatory party of the collective bargaining agreement with the Laborers Local 78 of the Mason Tenders District Council of Greater New York New Jersey and Long Island.

Branch Services Inc has been a participating contractor in Local 78’s Skill Craft Labor Apprenticeship program, approved by the NYS Department of Labor.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Jorge Roldan
Apprenticeship Coordinator
<table>
<thead>
<tr>
<th>Item Description with Unit Price Written in Words</th>
<th>Unit Bid Price</th>
<th>Amount Bid</th>
<th>Dollars</th>
<th>Cents</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Three Thousand Dollars and Zero Cents</td>
<td>1,000</td>
<td>00</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>For One Thousand Nine Hundred and Fifty Dollars</td>
<td>1,500</td>
<td>00</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>For Four Thousand Fifty Dollars and Fifty Cents</td>
<td>4,550</td>
<td>00</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>For Three Thousand Five Hundred and Twenty Dollars</td>
<td>3,000</td>
<td>00</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>For Ten Thousand Dollars and Fifty Cents</td>
<td>10,000</td>
<td>00</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Approximate Quantity</td>
<td>Item Description with Unit Price Written in Words</td>
<td>Unit Bid Price</td>
<td>Amount Bid</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------</td>
<td>--------------------------------------------------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>3A</td>
<td>3,000 s.f.</td>
<td>Removal of Asbestos Containing Boiler, Breathing, Uplifec, Duct, and Tank Insulation greater than 10 s.f. and less than 60 s.f. (Small Asbestos Project)</td>
<td>8.00</td>
<td>24.00</td>
</tr>
<tr>
<td>3B</td>
<td>10,000 s.f.</td>
<td>Removal of Asbestos Containing Boiler, Breathing, Uplifec, and Tank Insulation greater than 60 s.f. (Large Asbestos Project)</td>
<td>8.00</td>
<td>80.00</td>
</tr>
<tr>
<td>4A</td>
<td>2,000 s.f.</td>
<td>Removal of Surfacings Containing Asbestos Materials greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project)</td>
<td>6.00</td>
<td>18.00</td>
</tr>
<tr>
<td>4B</td>
<td>3,000 s.f.</td>
<td>Removal of Asbestos Containing Surfacings Material greater than 160 s.f. and less than 500 s.f. (Large Asbestos Project)</td>
<td>6.00</td>
<td>18.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Approximate Quantity</td>
<td>Item Description with Unit Price Written in Words</td>
<td>Unit Bid Price</td>
<td>Amount Bid</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------</td>
<td>--------------------------------------------------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Removal of Asbestos Containing Surfacing Material greater than 500 s.f. (Large Asbestos Project).</td>
<td>5 50 27,500 00</td>
<td></td>
</tr>
<tr>
<td>4C</td>
<td>5,000 s.f.</td>
<td>For Five dollars and fifty cents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5A</td>
<td>5,000 s.f.</td>
<td>Removal of Asbestos Containing Floor Tiles greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project).</td>
<td>2 50 12,500 00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Two dollars and fifty cents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5B</td>
<td>12,000 s.f.</td>
<td>Removal of Asbestos Containing Floor Tiles greater than 160 s.f. less than 1,000 s.f. (Large Asbestos Project).</td>
<td>1 00 12,000 00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>For One dollar and two hundred cents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5C</td>
<td>20,000 s.f.</td>
<td>Removal of Asbestos Containing Floor Tiles greater than 1,000 s.f. (Large Asbestos Project).</td>
<td>2 70 54,000 00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Two dollars and seventy cents</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## FORM OF PROPOSAL

**REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT**  
**VARIOUS LOCATIONS, NASSAU COUNTY, NY**  
**CONTRACT NO. B90625-03B**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Approximate Quantity</th>
<th>Item Description with Unit Price Written in Words</th>
<th>Unit Bid Price</th>
<th>Amount Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>6A</td>
<td>1,000 s.f.</td>
<td>Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For <strong>Three dollars and zero cents</strong></td>
<td>3 00</td>
<td>3,000 00</td>
</tr>
<tr>
<td>6B</td>
<td>5,000 s.f.</td>
<td>Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 160 s.f. and less than 1,000 s.f. (Large Asbestos Project). For <strong>Three dollars and zero cents</strong></td>
<td>3 00</td>
<td>15,000 00</td>
</tr>
<tr>
<td>6C</td>
<td>25,000 s.f.</td>
<td>Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 1,000 s.f. (Large Asbestos Project). For <strong>Two dollars and seventy-five cents</strong></td>
<td>2 75</td>
<td>68,750 00</td>
</tr>
<tr>
<td>7A</td>
<td>250 s.f.</td>
<td>Removal of Asbestos Containing Transite Panels For <strong>Three dollars and eighty cents</strong></td>
<td>3 80</td>
<td>950 00</td>
</tr>
</tbody>
</table>

4 of 6
### Form of Proposal
**Requirements Contract – Asbestos and Lead Abatement**
**Various Locations, Nassau County, NY**
**Contract No. B90625-03A**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Approximate Quantity</th>
<th>Item Description with Unit Price Written in Words</th>
<th>Unit Bid Price</th>
<th>Amount Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>8A</td>
<td>100 c.y.</td>
<td>Pick-up and Disposal of Gross Asbestos Contaminated Debris (excluding waste generated from items 1A thru 7A) For Twenty Dollars and 00 Cents</td>
<td>$20 00</td>
<td>2,000 00</td>
</tr>
<tr>
<td>9A</td>
<td>Lump Sum</td>
<td>Asbestos Abatement Force Account Work For One Hundred Thousand Zero Dollars 00 Cents</td>
<td>$100,000 00</td>
<td>$100,000 00</td>
</tr>
<tr>
<td>10A</td>
<td>Lump Sum</td>
<td>Lead Abatement Force Account For Fifty Thousand Zero Dollars 00 Cents</td>
<td>$50,000 00</td>
<td>$50,000 00</td>
</tr>
</tbody>
</table>
FORM OF PROPOSAL
REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT
VARIOUS LOCATIONS, NASSAU COUNTY, NY
CONTRACT NO. B90625-03A

TOTAL AMOUNT BID $633,700.00

TOTAL AMOUNT BID (MUST BE WRITTEN IN WORDS):
$ Six hundred thirty three thousand dollars and seventy seven hundred dollars and zero cents

BASIS OF AWARD:
Bids on Unit Contracts will be compared on the basis of the total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump sum Bid on individual items, in accordance with the items set forth in the bid proposal. The sum total of all "Amount's Bid" will determine the low bid and the subsequent award of this contract.

NOTES: (1) See Section II of the Technical Specifications for a complete description of the work required as part of each Unit Price item.
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?

[Redacted text]

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: 3/4/16

Vendor: [Redacted text]

Signed: [Redacted text]

Print Name: Arthur Chu

Title: President

Rev. 3-2016
COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

   No lobbyist

   

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

   No registered lobbyist

   

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

   None

   

Rev. 3-2016
Contract No. 690625-03B
Ashcroft Global Antitrust Litigation
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities. 

   no lobbying activity conducted

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

   none
6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

**No corporate officers provided campaign contributions**

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

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

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

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

Dated: 3/4/16  
Signed: 
Print Name:  
Title:  

Rev. 3-2016
The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

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

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: Arthur Chu
   Date of birth: ________________________________
   Home address: _______________________________________________________________________
   City/state/zip: _______________________________________________________________________
   Business address: 119 Gary Way
   City/state/zip: Pawling, NY 12564
   Telephone: 631-4167-0600
   Other present address(es) _______________________________________________________________________
   City/state/zip: _______________________________________________________________________
   Telephone: _______________________________________________________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/1/95, Treasurer ___/1/___
   Chairman of Board ___/1/___, Shareholder ___/1/___
   Chief Exec. Officer ___/1/___, Secretary ___/1/___
   Chief Financial Officer ___/1/___, Partner ___/1/___
   Vice President ___/1/___, Partner ___/1/___
   (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.
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  X  If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES  NO  X  If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES  NO  X  If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES  NO  X  If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES  NO  X  If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES  NO  X  If Yes, provide details for each such year.
CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN
CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE
SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT
BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE
FALSE STATEMENT TO CRIMINAL CHARGES.

I, Arthur Chu, 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 23 day of May 2014

[Signature]
Notary Public

[Name of submitting business]

[Signature]
President

[Date]

Grace Boccuzzi
Notary Public State of New York
No. 01508049754
Qualified in Suffolk County
Commission Expires Oct. 22 2016

Nassau County DPW

Rev. 3-2016
Contract No. 290625-038
Asbestos & Lead Abatement Requirements
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: 6/23/16

1) Proposer's Legal Name: 192 Branch Interior Services Inc.

2) Address of Place of Business: 192 Gary Hwy, Ronkonkoma, NY 11778

List all other business addresses used within last five years: None

3) Mailing Address (if different): None

Phone: 631-487-6600

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 06-033-8209

5) Federal I.D. Number: 11-2352067

6) The proposer is a (check one): Sole Proprietorship Corporation Other (Describe) Partnership X

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

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

Rev. 3-2016
Nassau County DPW
Contract No. 690526-03B
Asbestos & Lead Abatement-Requirements
9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X. If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X. If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X. If Yes, state date, court jurisdiction, amount of liabilities and amount of assets.

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business? Yes ___ No X. If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business? Yes ___ No X. If Yes, provide details for each such investigation.

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

   a) Any felony charge pending? Yes ___ No X. If Yes, provide details for each such charge.

   b) Any misdemeanor charge pending? Yes ___ No X. 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 X.
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.

[ ] No conflict exists.

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

[ ] No conflict exists.

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

[ ] No conflict exists.

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

We will work to ensure no conflict exists in the future.

Nassau County DFW

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Contract No. 090025-053

Asbestos & Lead Abatement Requirements
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.

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. 41 years

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

Company: Nassau County Department of Public Work
Contact Person: Robert Exner
Address: 1194 Prospect Ave.
City/State: Westbury, NY
Telephone: 516-571-0949
Fax #: 516-571-9654
E-Mail Address: RExner@Nassau county ny.gov
Company: Floral Park-Bellerose School District
Contact Person: Paul Gustafsson
Address: One Poppy Place, Floral Park, NY 11001
City/State: Floral Park, NY 11001
Telephone: 516-327-9300
Fax #: 516-327-9304
E-Mail Address: PGustafsson@Pbnpark.k12.ny.us

Company: Suffolk County Department of Public Works
Contact Person: Thomas Szumczyk
Address: 335 Vaphank Ave.
City/State: Vaphank, NY 11980
Telephone: 631-852-4010
Fax #: 631-852-4150
E-Mail Address: Thomas.Szumczyk@suffolkcounty.ny.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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, [Arthur Chu], 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 23 day of May 2016

Grace Beccia
Notary Public State of New York
No. 0190602374
Qualified in Suffolk County
Commission Expires Dec 2017

Name of submitting business: 192 Ranch Interior Services, Inc.

By: [Arthur Chu]
Print name

Signature President

Title

Date 5/23/16

Nassau County DPW

74 of 358

Contract No. 890625-038
Asbestos & Lead Abatement-Requirements
COUNTY OF NASSAU

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

1. Name of the Entity: 192 Branch Interior Services, Inc.
Address: 119 Cary Way
City, State and Zip Code: Kenkoma, NY 11779

2. Entity's Vendor Identification Number: 11-2352067

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):

Arthur Chu

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.

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

None

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

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

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

None

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

No registered lobbyist

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: 5/3/16  Signed:  

Print Name:  

Title:  President
The term lobbying shall mean any attempt to influence any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.
U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 87.510, Participants' responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Arthur Chu, President

Name and Title of Authorized Representative

[Signature]

[Date]

192 Branch Interior Service, Inc.

Name of Organization

119 George Way, Ronkonkoma, NY 11779

Address of Organization

OJP FORM 406171 (REV. 2/88) Previous editions are obsolete
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, minus the Deduct Alternate(s), taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.
MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

<table>
<thead>
<tr>
<th>Specification Number</th>
<th>Description</th>
<th>Manufacturer and/or Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>019</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                      |             |                              |
|                      |             |                              |
|                      |             |                              |
|                      |             |                              |
|                      |             |                              |
|                      |             |                              |
|                      |             |                              |
|                      |             |                              |
PROPOSAL

PROPOSAL: For all work in accordance with the drawings and specifications:

10 Branch Interior Service, Inc.

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number:

Firm or Corporation's Federal ID Number: 11-2352067

Firm or Corporation's Municipal License ID Number:

Municipal Licensing Agency:

By: [Signature] Date: 5/23/16

(Print): [Signature] Title: President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: [Signature]

Secretary

(CORPORATE)

(SEAL)
PROPOSAL

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK) ss.
COUNTY OF NASSAU )

____________________________________________ Being duly sworn, deposes and says: That
he is the person described in and who executed the foregoing Bid and that the several matters therein stated are
in all respects true.
Subscribed and sworn to before me
This __________ day of May __________ 20_16

__________________________
Gioia De Luca
Notary Public State of New York
No. 1169008786
Qualifed in Suffolk County
Commission Expires Oct. 23 20_16

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK) ss.
COUNTY OF NASSAU )

____________________________________________ Being duly sworn, deposes and says: That
he is a member of ________________________________, the firm described in and which executed the
foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several
matters therein stated are in all respects true.
Subscribed and sworn to before me
This __________________ day of __________________________ 20_16

Notary Public
PROPOSAL

(Form of Affidavit where Bidder is a Corporation)

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

being duly sworn, deposes and says: That
he resides at the of the corporation described in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was
affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and
that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
This 23rd day of May 2014.

[Signature]
Notary Public

Grace Rocuzzo
Notary Public State of New York
No. 8180509754
Qualified in Suffolk County
Commission Expires Oct. 25 2014
QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 41 years

2. How many years in the construction work of a similar type as this contract has your firm had;
   a. as a Prime Contractor 41 years
   b. as a Subcontractor 41 years

3. List below the construction projects your firm has under way as of this date:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Percent Completed</th>
<th>Name and Address Owner of Contracting Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000.00</td>
<td>Photos</td>
<td>30%</td>
<td>Federal Reserve, Rockville MD</td>
</tr>
<tr>
<td>$200,000.00</td>
<td>Photos</td>
<td>20%</td>
<td>Subcontractor, Lynbrook, NY</td>
</tr>
<tr>
<td>$600,000.00</td>
<td>Photos</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

   (use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Percent Completed</th>
<th>Name and Address Owner of Contracting Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>$174,000.00</td>
<td>Photos</td>
<td>100%</td>
<td>DeParks PFA, 41 Home Ave, Decatur</td>
</tr>
<tr>
<td>$12,000.00</td>
<td>Photos</td>
<td>100%</td>
<td>Pelizzari Construction, 1000 River Rd, Queens</td>
</tr>
<tr>
<td>$200,000.00</td>
<td>Photos</td>
<td>100%</td>
<td>Suffolk County, NY</td>
</tr>
<tr>
<td>$200,000.00</td>
<td>Photos</td>
<td>100%</td>
<td>Nassau County Medical Center, East Meadow</td>
</tr>
</tbody>
</table>

   (use additional blank sheets if additional space is necessary)

5. Have you ever failed to complete any work awarded to you? If so, when and why? No
(use additional blank sheets if additional space is necessary)

6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract?

\[\boxed{\text{No}}\]

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name?
   If so, state name of individual, name of owner and reason therefor:

\[\boxed{\text{No}}\]

8. In what other lines of business are you financially interested?

\[\text{Fire, water, Smoke Damage Remediation, Construction}\]

9. What is the construction experience of the principal individuals of your firm?

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction Experience</th>
<th>Magnitude and type of Work</th>
<th>In What Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthur</td>
<td>President</td>
<td>34 years</td>
<td>Environmental</td>
<td>Supervision</td>
</tr>
</tbody>
</table>

( use additional blank sheets if additional space is necessary)

10. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description, Size Capacity, Year, Etc.</th>
<th>Year of Service</th>
<th>Present Location</th>
</tr>
</thead>
</table>

\[\text{see attached}\]

( use additional blank sheets if additional space is necessary)
Note: Should the equipment be moved from the above mentioned location, the submitter hereby agrees upon request of the County to state the new location where same may be found.

11. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(NA)

(use additional blank sheets if additional space is necessary)

12. In what manner have you inspected this proposed work?
Explain in detail.
Work will be performed according to specifications provided
Branch Services is familiar with all County Building and procedure, Branch Services held the previous County contracts for this type of work.

(use additional blank sheets if additional space is necessary)
13. Explain your plan and lay-out for performing the proposed work.

All work will be performed to New York State Industrial Code Rule "26" and specifications.

14. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Arthur Chu

15. Insurance carried by your firm:

<table>
<thead>
<tr>
<th>Type</th>
<th>Company</th>
<th>Limits of Coverage</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>see attached</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Arthur Chu

Professional Experience:

1995 – Present  Branch Services, Inc., Ronkonkoma, New York
President
Duties include project management, cost estimating, consulting and client relations with respect to asbestos abatement, lead abatement, and hazardous materials.

Vice President
Duties include project management, cost estimating, consulting, and client relations with respect to asbestos abatement, lead abatement, and hazardous materials.

1988 – 1990  ComplyCo Environmental Services, Brooklyn, New York
Senior Project Manager
Duties include project management, cost estimating, consulting, and client relations with respect to asbestos abatement, lead abatement, and hazardous materials.

Senior Engineering Consultant
In charge of asbestos section of company supervising industrial hygienists to conduct asbestos air monitoring, abatement management, consulting, and surveys for AHERA compliance for numerous school districts on Long Island. Wrote all asbestos abatement contracts and specifications. Other duties include hazardous materials surveys of various Federal Superfund sites and numerous school districts. Design leaching pool systems.

Systems Engineer
Duties include incorporating design changes on a $100,000,000.00 computer system design to test aircraft engines for the United States Air Force. Supervise the move of the entire computer system to Tullahoma, Tennessee. All work done to all military standards. Remainder of information is classified.

Professional Certifications:

Advanced Asbestos Contract and Specifications Writing
Tufts University – Medford, Massachusetts

Practices and Procedures in Asbestos Control
National Asbestos Training Center – University of Kansas
New York State Department of Labor Asbestos Supervisor
New York State Department of Labor Asbestos Project Designer
Certification [Redacted]

New York State Department of Labor Mold Abatement Worker-Supervisor
Certification [Redacted]

City of New York Asbestos Supervisor
Certification [Redacted]

HAZWOPER - 40 hr OSHA Hazardous Material Training

Institute of Inspection, Cleaning, and Restoration - Certification
Fire and Smoke Restoration
Water Damage Restoration
Applied Microbial Remediation

MEHRC – Mold Contamination of Indoor Environments and Microbiological Remediation 40hrs

Educational Background:

Bachelor of Science in Mechanical Engineering – 1985
New York Institute of Technology
Old Westbury, New York

Polytechnic Institute of New York
Farmingdale, New York
Mechanical Engineering Major
Equipment List

Negative Air Filtration Machines  50
HEPA Vacuums  25
Scaffolding  Various sizes
GFI Electrical Panels  8
Shower Units  12
Shower Filtration Units  15
Airless Sprayers  15
Ladders  Various sizes
Decon Trailers  5
Respirators  Various types and sizes
Roof Cutters  8
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2015

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**PRODUCER**

OHL AGENCY  
783 Riverview Drive  
P.O. Box 324  
Totowa, NJ 07511

**INSURED**

192 Branch Interior Services, Inc.  
Branch Services, Inc.  
119 Gary Way  
Ronkonkoma, NY 11779

**COVERAGES**

CERTIFICATE NUMBER: 15-16 GL A.U.WC & Excess

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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>EXCESS LIMIT</th>
<th>POLICY ISSUED</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X X 1000000000012</td>
<td>12/4/2015</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td>POLLUTION/HAZARDOUS MATERIALS</td>
<td>X X 1000000000012</td>
<td>12/4/2015</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td>CONTRACTUAL LIABILITY</td>
<td>X X 1000000000012</td>
<td>12/4/2015</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
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<td>2,000,000</td>
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<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<td>2,000,000</td>
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<tr>
<td></td>
<td>COMMERCIAL AUTO LIABILITY</td>
<td>X X 1000000000012</td>
<td>12/4/2015</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL AUTO LIABILITY</td>
<td>X X 1000000000012</td>
<td>12/4/2015</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

**CANCELLATION**

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

Robert Cullum/LOK

**CERTIFICATE HOLDER**

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.
## WICKS EXEMPT LIST OF SUBCONTRACTORS

**NOTE:** This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non-responsive.

### Contractor's Name and Address

<table>
<thead>
<tr>
<th>Contractor's Name and Address</th>
<th>Project Description (Project Title, Facility Name and Address)</th>
<th>Bid Date</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LB Beach Interior Sources, Inc</td>
<td>Requirements contract for a stove and hood installation</td>
<td>5/24/16</td>
<td>$1,037,760</td>
</tr>
</tbody>
</table>

| Federal ID No. | 1-232-9067 |

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- [ ] Plumbing and Gas Fitting
- [ ] Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- [ ] Electric Wiring and Standard Illuminating Fixtures

- **n/a** - none of this work to be performed under this contract

If ALL contract work is to be self-performed, i.e., no subcontractors will be used, please check this box [ ] and sign it as required.

### Subcontractor’s Name, Address and Federal ID No.

<table>
<thead>
<tr>
<th>Subcontractor’s Name, Address and Federal ID No.</th>
<th>Check(s) only one</th>
<th>Plumbing and Gas Fitting</th>
<th>Steam Heating, Hot Water Heating, Ventilating and AC Apparatus</th>
<th>Electric Wiring and Standard Illuminating Fixtures</th>
<th>General Description of Work</th>
<th>Subcontractor’s Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

This form must be filled out completely and legibly signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional space if needed. Failure to complete this form accurately may result in a non-responsive bid determination.

Company Authorized Signature: [Signature]

Title: [Title]

Date: 5/24/16

Federal ID No.
MacBride Fair Employment Principles

Nondiscrimination in Employment in Northern Ireland:
MacBride Fair Employment Principles

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that if or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,
   Yes [ ] No [x]

if yes:
(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes [ ] No [ ]

[Signature] [Name of Business]

(Contractor's Signature)    (Name of Business)
PROPOSAL

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its website http://www.nys.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

a. Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

b. Certification that the Bidder's investment in Iran is ceasing: The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

[Signature/Date]

[Print Name and Position]

Nassau County DPW 103 of 358 Contract No. 890025-03B
Asbestos & Lead Abatement Requirements
# Nassau County Department of Public Works

## Consultant/Contractor Detailed MBE/WBE Utilization Plan

### Part 1 - General Information:

- **Consultant/Contractor Name:** A. Brand Interior Service, Inc.
- **Address (street/city/state/zip code):** 1960 W. Rockaway Pkwy, NY 11719
- **Authorized Representative (name/title):** Arthur Chiu - President
- **Authorized Signature:** [Signature]
- **Contract Number:** B90625-03R
- **Contract/Project Name:** Requirements Contact Autodesk Lead Agreement, Various Locations, Nassau County
- **Contract/Project Description:** Autodesk Lead Agreement

### Part 2 - Projected MBE/WBE Contract Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount ($)</th>
<th>Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Dollar Value of the Prime Contract</td>
<td>$633,700.00</td>
<td></td>
</tr>
<tr>
<td>Total MBE Dollar Amount</td>
<td>0.00</td>
<td>MBE Contract Percentage 0%</td>
</tr>
<tr>
<td>Total WBE Dollar Amount</td>
<td>0.00</td>
<td>WBE Contract Percentage 0%</td>
</tr>
<tr>
<td>Total Combined M/WBE Dollar Amount</td>
<td>0.00</td>
<td>Combined M/WBE Contract Percentage 0%</td>
</tr>
</tbody>
</table>
### Part 3 - MBE Information (use additional blank sheets as necessary):

<table>
<thead>
<tr>
<th>MBE Firm</th>
<th>Description of Work (MBE)</th>
<th>Projected MBE Contract Amount ($) and Award Date</th>
<th>MBE Contract Scheduled Start Date and Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
<td>Amount ($)</td>
<td>Start Date</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>Award Date</td>
<td>Completion Date</td>
</tr>
<tr>
<td>City:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>State/Zip Code:</td>
<td></td>
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<tr>
<td>Authorized Representative:</td>
<td></td>
<td></td>
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<tr>
<td>Telephone No.:</td>
<td></td>
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</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Amount ($)</td>
<td>Start Date</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>Award Date</td>
<td>Completion Date</td>
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<td>City:</td>
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<tr>
<td>State/Zip Code:</td>
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<td>Authorized Representative:</td>
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<tr>
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<td></td>
<td>Amount ($)</td>
<td>Start Date</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td>Award Date</td>
<td>Completion Date</td>
</tr>
<tr>
<td>City:</td>
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<tr>
<td>State/Zip Code:</td>
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<tr>
<td>Authorized Representative:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Telephone No.:</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Page 2 of 3
Notice of Award
October 13, 2016

Arthur Chu, President
192 Branch Interior Services, Inc.
119 Gary Way
Ronkonkoma, New York 11779

Dear Mr. Chu:

As a result of bids received on May 24, 2016, for work to be done under:

CONTRACT NO: B90625-03B
TITLED: Requirements Contract-Asbestos & Lead Abatement, Various Locations

You are hereby notified that you are awarded the contract by the County of Nassau as the lowest responsible bidder as per Nassau County Resolution Number 353-2016, and the County Executive’s subsequent approval of the contract. The rules committee of the Nassau County Legislature accepted the terms of this Requirements contract as two (2) years, and the estimated expenditures under this contract is $900,000.00 (nine hundred thousand dollars), at $450,000.00 (four hundred fifty thousand dollars) per year with the extension of two (2) additional years pending approval of the Nassau County Legislature. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

1. **Insurance and Performance and Labor and Material Bonds:**
   You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, and two (2) copies of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.
2. **Signing and Execution of the Contract:**

Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract no later than **10:30 A.M. on Thursday, October 27, 2016.** Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works.

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

[Signature]

Shila Shah-Gavvoudias, P.E.
Commissioner of Public Works

SSG:KGA:ac
Attachment
c: Richard P. Millet, Chief Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Loretta Dionisio, Hydrogeologist II
Robert Exner, Asbestos Abatement Project Manager
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<td>28</td>
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<td>44. Patented Devices, Material and Processes</td>
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</tr>
<tr>
<td>45. Hold Harmless</td>
<td>29</td>
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<tr>
<td>46. No Claims Against Individuals</td>
<td>30</td>
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<tr>
<td>47. Unlawful Provisions Deemed Stricken Out</td>
<td>30</td>
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<tr>
<td>48. Legal Provisions Deemed Included</td>
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</tr>
<tr>
<td>52. All Legal Provisions Deemed Included; Separability; Supremacy; Compliance with Law</td>
<td>31</td>
</tr>
</tbody>
</table>
COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

REQUIREMENTS CONTRACT
ASBESTOS AND LEAD ABATEMENT

Contract No. B90625-03B

THIS AGREEMENT,

made and executed this ______ day of ______, 20____, by and between the County of Nassau, hereinafter called the party of the first part, and

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

GENERAL

Article 1. The Contract Contents

1. Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

a. The Notice to Bidders;

b. The Instructions to Bidders;

c. Form of Bid Bond;

d. The Proposal;

e. The Notice of Award;

Agreement Bldg.
Nassau County DPW
f. The Agreement;
g. Form of Performance Bond;
h. Form of Labor and Material Payment Bond;
i. Conditions of the Contract;
j. The Specifications;
k. Drawings;
l. All addenda issued by the Commissioner or the duly authorized representatives prior to the receipt of bids;
m. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Article 2. Definitions

1. The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

"ADDENDUM" or "ADDENDA" - shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

"ARCHITECT" or "ARCHITECTS" - shall mean the Department's Architect acting for the Commissioner, or any other Architect duly designated by the Commissioner to act as such, with the powers and duties as defined in the Contract Documents for the Architect.

"BIDDER" - means the person, firm or corporation indicating his, or its, intention to and who does submit a formal bid for the work.

"COMMISSIONER" - shall mean the Commissioner of the Department of Public Works of the County of Nassau or the duly authorized representative.

"CONTRACT" or "CONTRACT DOCUMENTS" - shall mean each of the various parts of the Contract referred to in Article 1 hereof, both as a whole and severally.

"CONTRACT WORK" - shall mean everything expressly or implicitly required to be furnished and done by the Contractor or by any one or more of the parts of the Contract referred to in Article 1 hereof, except extra work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Architects shall determine which shall prevail.

"CONTRACTOR" - shall mean the party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and its, their or his successors personal
representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.

"COUNTY" - shall mean the County of Nassau, represented by its County Executive, party of the first part.

"DEPARTMENT" - shall mean Nassau County Department of Public Works.

"ENGINEER" - The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

"EXTRA WORK" - shall mean work other than that required either expressly or implicitly by the Contract in its present form.

"FINAL ACCEPTANCE" - shall mean acceptance of the work by the County Executive or his designated representative as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

"HE", "HIM", "HIMSELF" - The word "he" shall mean "he or she", the word "him" shall mean "him or her", the word "himself" shall mean "himself or herself", wherever appropriate throughout the Contract.

"INSPECTOR" - shall mean an authorized representative of the Department assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

"SERVICE OF NOTICES" - The Contractor hereby designates the business address specified in his bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Post Office Department, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Commissioner. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a Corporation, upon any officer or director thereof.

"SITE" - shall mean the area shown on the plot plan and noted thereon as: BOUNDARY OF "SITE".

"SPECIFICATIONS" - shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated as such.
"SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor or labor and materials, or labor and equipment, at the site.

"SURETY" shall mean any person, firm or corporation that has executed as surety, the Contractor's performance bond securing the performance of this Contract.

"THE WORK" shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

2. Whenever they refer to the work or its performance in the Contract, the words "DIRECTED", "REQUIRED", "PERMITTED", "ORDERED", "DESIGNATED", "PRESCRIBED", and words of like import, - shall imply the direction, requirements, permission, order, designated or prescription of the Architects and "APPROVED", "ACCEPTABLE", "SATISFACTORY", "IN THE JUDGEMENT OF", and words of like import, shall mean approved by, or accept-able to, or satisfactory to, or in the judgement of, the Architects.

PERFORMANCE OF WORK

Article 3. Contractor's Responsibility

1. The Contractor shall do all the work and furnish at his own cost and expense, all plant, labor, materials, equipment, and other facilities, except as herein otherwise provided, that may be necessary and proper for performing and completing the work. The Contractor shall be responsible for the entire work until completed and accepted by the County.

2. The said work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Architects.

3. The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all provisions of the work under the Contract.

Article 4. Compliance with Laws

1. The Contractor shall not be required to file building plans with any governmental department or secure or pay for building permits. The Contractor shall comply with other local, State, County, and Federal laws, rules, and regulations applicable to this contract and to the work to be done hereunder and must obtain, at his own expense, all other permits necessary for the prosecution of the work.

2. Wherever the provision of any section of the specification may conflict with any agreements or regulations of any kind in force
among the members of any trade association, union or council which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor shall make all the necessary arrangements of his own to reconcile any such conflict of provisions without recourse to the Architects or Owner.

Article 5. Inspection

1. During the progress of the work and up to the date of final acceptance, the Contractor shall at all times afford the representatives of the County and of the Architects, every reasonable, safe and proper facility for inspecting the work done or being done at the site and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Architects, even though such work may have been previously approved and paid for.

2. The County shall have the right to reject materials and workmanship which are defective, or require correction. Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a clean and neat condition.

3. Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examinations and restoration of same shall be considered an item of extra work to be paid for in accordance with the provisions of the Article 21 hereof.

Article 6. Protection of Work and of Persons and Property

1. During performance and up to the date of final acceptance the Contractors for the separate Contracts herein-before listed in the Notice to Bidders shall each be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury; and in the event of such damage, loss or injury, each shall promptly replace or repair such work, whichever the Architects shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract, prior to final acceptance, shall be absolute and shall not be affected by the Architect's approval of or failure to prohibit means and methods of construction used by the Contractor.
2. During performance and up to the date of final acceptance each prime contractor must take all reasonable precautions to protect the persons and property of the County, the project under construction, and the property of others on or adjacent to the site from damage, loss or injury resulting from his subcontractor's operations under this contract. The Contractor's obligation shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient lights, barricades and enclosures. The General Construction Contractor shall provide sufficient guards to adequately protect the construction site. The Contractor shall abide by the decision of the Commissioner of Public Works as to the adequacy and extent of protection necessary. Within three days after notice to him of the happening of such loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report thereof in writing to the Architect. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor of the County.

Article 7. Boundaries

The Contractors shall confine their equipment, apparatus, the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Architects, and to the limits established on the Plot Plan and as otherwise required herein.

TIME PROVISIONS

Article 8. Time of Start and Completion

1. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

1. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

3. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim.
against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

Article 9. Progress Schedule

1. To enable the work to be laid out and prosecuted in any orderly and expeditious manner, the Contractor, within 15 days after the execution of this Contract, unless otherwise directed by the Architects, shall submit to him a proposed progress schedule, showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Architects, until finally approved by them and after such approval shall be strictly adhered to by the Contractor unless changed as provided for in the following paragraph.

2. Within ten days after receiving notice of any change in the Contract or any extra work to be performed or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor shall notify the Architects in writing of the effect, if any, of such change or extra work or suspension or other conditions upon the previously approved progress schedule and shall state in what respects, if any, the schedule should be revised with the reasons therefore. These proposed changes in the progress schedule shall be revised by the Contractor as directed by the Architects, until approved by them and as so approved the revised schedule must be strictly adhered to by the Contractor.

3. If the Contractor shall fail to adhere to the approved progress schedule or to the schedules as revised, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the work in accordance with such schedule.

Article 10. Approval Requests

From time to time as the work progresses and in the sequence indicated by the approved progress schedule, the Contractor shall submit to the Architects a specific request in writing for each item of information or approval required by him. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Architects may take to act upon such submissions or re-submissions. The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with these requirements.
Article 11. Coordination with other Contractors

During the progress of the work, other Contractors will be engaged in performing other work on this project. The Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Architects may direct. It is mutually agreed that the direction of the Architects of the order and sequence of work shall not in itself constitute a basis for extension of time.

Article 12. Extension of Time

1. It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Commissioner of Public Works. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Commissioner within ten (10) days after the start of the alleged delay. If the Commissioner should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however the Commissioner should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his sub-contractors or suppliers, the Commissioner may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.

2. If the Commissioner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the County fiscal officers may be permitted to make payment to the Contractor for work performed beyond the completion date, the Commissioner will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the monies which may become due hereunder.

3. In the event of delay for any cause, the Contractor's sole remedy shall only be the extension of time granted as herein above provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

4. Time necessary for review by the County of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

Article 13. Liquidated Damages

It is mutually agreed between the parties that time is the essence of this Contract and that there will be on the part of the County considerable monetary damage in the event the Contractor should fail to
complete the work within the time fixed for completion may have been extended. The sum of (*) dollars per day is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the County because of the said delay and the party of the second part agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

(*-For amounts see Article 4B)

SUBCONTRACTS AND ASSIGNMENTS

Article 14. Limitations and Consent

1. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or his right, title or interest in or to any part thereof, or his power to execute it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this agreement, unless the previous written consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The County Executive reserves the right to limit the total amounts of subcontracts to seventy percent (70%) of the total Contract price.

2. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

3. Before making any subcontract, the Contractor shall submit a written statement to the Commissioner of Public Works giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources, to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process the Contractor will assure that the proposed Subcontractor is registered in the County’s financial and E-Procurement system.

4. If the Commissioner of Public Works finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph 3) he will notify the Contractor. The Contractor shall promptly, upon request, file with the Commissioner of Public Works a confirmed copy of the subcontract. The Commissioner of Public Works may revoke his approval of any subcontractor when, in his opinion, such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with this Contract.

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Article 15. Responsibility

The approval of the Commissioner of Public Works of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts or defaults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the County.

SECURITY AND GUARANTY

Article 16. Contract Security

1. The Contractor shall furnish both a "Performance Bond" and a "Labor and Material Payment Bond" (copies of both Bond Forms are provided with the Contract Bid Documents, and must be used, no other forms are acceptable. Each Bond shall equal 100 percent (100%) of the Contract price. Such bonds are to be executed by a surety company, licensed to do business in the State of New York (bonds secured by collateral or securities must be pre-approved by the County Comptroller). The "Performance Bond" and "Labor and Material Payment Bond" shall serve as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

2. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which must be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasurer's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

3. All Bonds shall remain in effect for the duration of the Contract which includes the "Maintenance/Guarantee Period".

4. If at any time the County shall have become dissatisfied with any surety or sureties, or if for any other reason such Bonds shall cease to be adequate security for the County, the Contractor shall, within five (5) work days, after notice from the County Comptroller so to do, substitute acceptable bonds in such form a sum and signed by such other sureties as may be satisfactory to the County Comptroller. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

5. The Contractor will supply proof that the amounts of the premiums claimed have been paid in full. If paid on a schedule, they can be reimbursed on a schedule basis. Reimbursement will be in accordance with "Submissions of Bid Breakdown".

Article 17. Insurance Requirements

1. General
a. At the execution of this Contract, the contractor, must furnish those insurance policies as described below. Insurance certificates will be acceptable at date of contractor's signing, but policies must follow as soon as possible. Insurers must be licensed to conduct business in the State of New York.

b. All insurance policies, except Builders All Risk Insurance, must remain in effect until "End of the Contract Guarantee/Warranty Period", and shall be canceled except on at least ten (10) days' written notice to the County.

c. Limits of coverage are described in the Schedule of Requirements (Article 48) of this agreement.

2. Contractor's Public Liability Insurance

Contractor's Public Liability Insurance, including completed operations, shall protect the Contractor and his subcontractor(s) from claims for bodily injury, including death, personal injury, and damage to property which may arise from operations under this Contract.

3. Worker's Compensation Insurance

Worker's Compensation Insurance must be in accordance with the laws of The State of New York. Failure to comply with this provision shall void this Contract.

4. Owner's Protective Public Liability Insurance

a. Owner's Protective Public Liability Insurance shall protect the County of Nassau, as named insured, and must hold harmless and defend the County of Nassau against claims arising from the operations the Contractor or his subcontractor(s).

b. This policy shall also protect, as additional insured, to the full limits of liability for each occurrence, such Municipalities, Municipal Subdivisions; and Fee Owners of properties as listed in the "Schedule of Requirements".

NOTE: The Contractor shall have the option, in lieu of providing a separate Owner's Protective Public Liability Insurance Policy, to add as additional insured the County of Nassau, Other Municipalities, Municipal Agencies, or Fee Owners of properties, to the Contractor's General Liability Policy, provided that the scheduled minimum limits of liability as referred to in the "Schedule of Requirement" is increased by the amount required for each additional insured.

5. Builder's All Risk Insurance

Contractor's Builder's All Risk Insurance, shall designate the County of Nassau as an additional insured, as interest may appear, and shall protect the project during the performance of the Contract. Builder's All Risk Insurance must remain in affect until "Final Acceptance", at which time the County's Builder's All Risk Policy will include this project.
Article 18. Monies Retained Against Claims and Liens

The County may withhold from the Contractor so much of any approved payments due him as may in the opinion of the Commissioner be necessary as security against (a) just claims of any persons supplying labor or materials for the work then due and unpaid, (b) loss due to defective work not remedied, or (c) loss due to injury to persons or damage to the work or property of other Contractors, subcontractors or others caused by the act or neglect of the Contractor or of any of his subcontractors. The County shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Commissioner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor. If no action is commenced upon such claim within the time limited therefore by law, the County, upon written demand by the Contractor, shall return the amount so withheld, without interest.

Article 19. Maintenance/Guarantee

1. The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the Commissioner all his work for a period of one year from that date of final acceptance of the Contract, except where other periods of maintenance and guarantee are provided for. The Contractor shall, for this period, indemnify and save harmless the County, its officers, and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

2. As security for faithful performance by the Contractor of his obligations hereunder, the County shall retain from the final payment the sum fixed in the Article as hereof. The sums shall be repaid to the Contractor without interest within thirty days after certification by the Commissioner that the Contractor has faithfully performed all his obligations hereunder.

3. If the Contractor shall fail to repair, replace, restore or rebuild such defective or damaged work promptly after receiving notice given by the Commissioner not later than ten (10) days subsequent to the expiration of the one-year period, the Commissioner shall have the right to have the work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any shall be returned to the Contractor without interest. If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.

ADDITIONS, DEDUCTIONS AND CHANGES

Article 20. County's Right

1. The County reserves the right to make such additions, deductions or changes in this contract from time to time as it deems necessary and in manner not materially affecting the substance thereof, in order to carry
out and complete more fully and perfectly the work herein agreed to be
done and performed. This Contract shall in no way be invalidated by any
such additions, deductions or changes and no claim shall be made by the
Contractor for any loss of anticipated profits thereby.

2. Any material to be furnished or work necessary to be done other than
that specified in this Agreement shall be covered by supplemental
written contract or order of the County Executive and no claim shall be
made by the Contractor for any such work performed or material furnished
before such supplemental contract shall have been approved or order
issued by the County Executive.

3. Construction conditions may require that minor changes be made in
the location and installation of the work and equipment to be furnished
and other work to be performed hereunder and the Contractor, when
ordered by Architects, shall make such adjustments and changes in said
locations and work as may be necessary without additional cost to the
County, provided such adjustments and changes do not alter the
character, quantity or cost of the work as a whole, and provided further
that plans and specifications showing such adjustments and changes are
furnished to the Contractor by the County within a reasonable time
before any work involving such adjustments and changes is begun. The
Architects shall be sole judge of what constitutes a minor change for
which no additional compensation shall be allowed.

Article 21. Extra Work

A. The County reserves the right to order Extra Work, which order
for Extra Work shall be valid only if issued in writing and
signed by the County Executive, approved by the County
Comptroller, and the Work so ordered must be performed by the
Contractor.

B. The amount of compensation to be paid to the Contractor for any
Extra Work as so ordered shall be determined as follows:

1. By such applicable unit prices, if any, as are set forth in
the Contract, or

2. If no such unit prices are so set forth, then by a lump sum or
unit prices mutually agreed upon by the Commissioner and the
Contractor, or

3. If no such unit prices are so set forth and if the parties
cannot agree upon a lump sum, then the cost will be determined
by the actual cost of labor and materials plus overhead and
profit, cost to be determined as the Work progresses in the
manner specified hereinafter:

4. The following subparagraphs (a) through (e) are applicable for
calculating the fair value of the extra work performed as
defined in the above paragraphs B.2 and B.3.

a. Overhead shall be defined as an allowance to compensate for
all costs, charges and expenses, direct or indirect, except
for the actual cost of labor and material as defined by
Paragraph (b). Overhead shall be considered to include, but not limited to insurance (other than as mentioned in Paragraph (b), Bond or Bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

b. Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

Item 1 - Cost of materials delivered to the job Site for incorporation into the Contract Work.

Item 2 - Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

Item 3 - Premiums or taxes paid by the Contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

Item 4 - Sales taxes paid as required by law.

Item 5 - Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be Associated Equipment Distributor's published monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate. Equipment used for periods of five (5) days or more will be billed at a daily rate equal to forty-five percent (45%) of the published monthly rate divided by twenty-two (22) days. In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

Item 6 - When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but shall not exceed the materials initial cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under Item 1 exceeds the cost of salvage, a suitable credit should be given to the County.

c. Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following
paragraphs.

d. If the Work is done directly by the Contractor, overhead in an amount of ten percent (10%) may be added, and to the cost of labor and materials plus overhead there may be added ten percent (10%) for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this Paragraph and in Paragraph (e). No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

e. If the Work is done by a Subcontractor, Subcontractor's overhead in the amount of five percent (5%) may be added to the cost of labor and materials, and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the Subcontractor's profit. To this amount there may be added ten percent (10%) for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

C. The amount of compensation for Extra Work determined as prescribed in Paragraph B., shall be construed to include the total cost for Extra Work, both direct and indirect.

Article 22. Disputed Work

1. If the Contractor is of the opinion that any work required, necessitated or ordered violates the terms provisions of this Contract, he must promptly notify the Commissioner in writing of his contentions with respect thereto and request a final determination thereon. If the Commissioner determines that the work in question is contract work and not extra work and that the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. In order, however, to reserve his right claim compensation for such work or damages resulting from such compliance, the Contractor shall, within five days after receiving notice of the Commissioner’s determination and direction, notify the Commissioner in writing that the work is being performed, or that the determination and direction is being complied with, under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefor.

2. If the Contractor should fail or refuse to proceed with the performance of the work in question after having been directed to so do, the Commissioner may declare the Contractor in default and notify the Contractor's surety company to have the disputed work commenced and completed under the terms of their performance bond; or, the Commissioner may without further notice have the disputed work done by others and deduct the cost thereof from monies due hereunder, including any and all related costs incurred by reason of the Contractor's failure or refusal to perform the work.

3. Before final acceptance by the County Executive, all matters of dispute shall be adjusted to the mutual satisfaction of the parties hereto. Determinations and decisions, in case any question shall arise,
shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been adjusted.

Article 23. Omitted Work

If any contract work in a lump sum contract or if the whole or any part of a lump sum item in a unit price contract, is omitted by the Commissioner in accordance with Article 32, the contract price shall be reduced by the fair and reasonable estimated cost to the County of such omitted work. If any contract work in a unit price contract is so omitted by the Commissioner, no payment will be made therefore.

POWERS OF THE COUNTY'S REPRESENTATIVES

Article 24. The Architect

1. The Architect, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall observe the performance of the work and shall have the power, subject to review by the Commissioner, to recommend:

a. The amount, kind, quality, sequence, and location of the work to be paid for hereunder;

b. Resolution of all questions in relation to the work and interpretation of the Drawings, Specifications and Addenda;

c. How this Contractor shall cooperate with the work of other Contractors engaged simultaneously on this project.

d. Minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the County or to the Contractor of the work to be done under the Contract;

e. Amplification of the Drawings, adding explanatory information and furnishing additional Specifications and Drawings consistent with the intent of the Contract Documents.

2. The Architect shall not have the power to issue an extra work order. The performance of such work on the order of the Architect without previously obtaining written confirmation thereof from the County Executive, in accordance with Article 21 hereof, shall constitute a waiver of any right to extra compensation therefore. The Contractor is warned that the Architect has no power to change the terms and conditions of this Contract.

Article 25. The Commissioner

The Commissioner, in addition to those matters expressly made subject to his determination, direction or approval in this Contract, shall have the power;

1. To Determine finally any and all questions in relation to this Contract and its performance, which determination shall be final and conclusive upon the Contractor.
2. To modify or change this Contract so as to require (a) with the approval of the County Executive and County Comptroller, the performance of extra work, or (b) the omission of contract work whenever he deems it in the interest of the County to do so, or both;

3. To suspend the whole or any part of the work whenever in his judgment such suspension is required (a) in the interest of the County generally, or (b) to coordinate the work of the various Contractors engaged in this project, or (c) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Commissioner, delayed by such suspension;

4. If before the final completion of all the work contemplated herein, it shall be deemed necessary by the Commissioner to take over, use, occupy or operate any part of the completed or partly completed work, the Commissioner shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the County after receipt of notice in writing from the Commissioner that such work or part thereof will be used by the County on and after the date specified in such notice.

Article 26. No Estoppel

The County shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision or acceptance, return certificate or payment made or given under or in connection with this Contract by the Commissioner or other officer, agent or employee, of the County, from at any time, either before or after final completion and acceptance of the work and payment therefore:

1. showing the true and correct classification, amount, quality or character of the work done, or that any such determination, decision, acceptance, return, certificate or payment is untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and

2. from demanding and recovering from the Contractor any overpayment made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the Contract Documents, or both.

Article 27. No Waiver of Rights

Neither the inspection by the County nor by the Commissioner, nor by any of their employees, nor by any order, measurements or certificate of the Commissioner, nor by any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner, nor by the County, nor any extension of time nor any possession by the County or its employees shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this

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Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; namely, in addition to each and every other form of suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

CONTRACTOR'S EMPLOYEES

Article 28. Character and Competency

The Contractor and his subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful and trustworthy men or women. Should the Architects at any time give notice in writing to the Contractor or his duly authorized representative on the work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the work.

Article 29. Superintendent

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence shall have a competent, experienced and reliable English-speaking foreman or superintendent, acceptable to the Commissioner, on the site who shall follow without delay all instructions of the Architects in the prosecution and completion of the work and every part thereof, in full authority to supply men and women, material and labor, immediately. He shall keep on hand at all times copies of the Contract Documents.

Article 30. Payroll Reports

The Contractor and each subcontractor shall furnish to the Architects on demand a verified copy of his payroll and also any other information required by the Architects to satisfy them that the provisions of the Labor Law as to the hours of employment and rates of wages are being observed.

Article 31. Labor Laws and Notice of Employees' Rights

An updated New York State Schedule of Prevailing Hourly Wage Rates for this Contract have been applied for and should be attached. If the updated schedule has not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract. Until the revised Wage Rate Schedules are made part of this Contract, the Prevailing Wage Rates apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually
enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with provisions of Article 23 of the New York State Labor Law.

3. The contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices
   
   a. Every Contractor who is a party to a Public Works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site, Management Office or at such site as the Nassau County Department of Public Works directs for the conspicuous posting of Notices including the New York State Department of Labor Schedules of prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other notices which are required by law and such notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

   b. Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.

   c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

   d. The posting of such notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

   e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

   f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees
   
   a. The Contractor shall, on behalf of its employees, Subcontractors,
employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the Project site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purposes of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent Contractors of Subcontractors engaged in work at the Project site. The written acknowledgments of the employees required herein shall accompany each month’s partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls employee attendance records and/or transcripts thereof as are required to be maintained pursuant Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident project Engineer, the Nassau County Director of Labor Relations, (or other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County.

c. Every Contractor on a Public Works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Commissioner of Public Works of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such
schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will pay or provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violation of Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule specified in the contract

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor’s verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a.

f. Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief.

7. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill trade or other professional or licensed trades.

8. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and/or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: ____________________ Date Cancelled: ____________________

Name & Title of Representative: ____________________________________________

Phone: (518) 457-5599 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

www.labor.state.ny.us PW 200 PWAsk@labor.state.ny.us

Nassau County DPW 133 of 358 Contract No. 890025-03B
Arasbestos & Lead Abatement-Requirements
General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance, the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedules" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by mail to NYSDOL, Bureau of Public Work, State Office Bldg., Campus, 12th Fl., Rm. 130, Albany, NY 12240; or fax to Bureau of Public Work (518) 486-1670; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is required to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Nassau County DPW

135 of 355

Contract No. B06625-03B

Asbestos & Lead Abatement Requirements
Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

**Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department’s attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then-appropriate July 1st to June 30th time period.

**Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

**Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers, compensation insurance and disability benefits must post notices of such coverage in the formal prescribed by the Workers Compensation Board in a conspicuous place on the job site.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the job site notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 6, Section 220-3, requires that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development/Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYSL Labor Law, Article 8, Section 220-a(e)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYSL Labor Law, Article 8, Section 220-e(b)).
The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

**Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-106.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

**Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.
Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: 

Name: 

Address: 

City: __________________________ State: ______ Zip: ______

Amount of Contract: $ ________ Contract Type: [ ] (01) General Construction [ ] (02) Heating/Ventilation [ ] (03) Electrical [ ] (04) Plumbing [ ] (05) Other: __________________________

Approximate Starting Date: ______/____/____ Approximate Completion Date: ______/____/____

Phone: (518) 457-5588 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

www.labor.state.ny.us PW 16 PWAsk@labor.state.ny.us
Nassau County DPW 139 of 358
Asbestos & Lead Abatement-Requirements
IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.
To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.


3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.
To all State Departments, Agency Heads and Public Benefit Corporations

IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL’s Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.
Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us.
New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment

- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty**
  First Offense: up to $2,500 per employee.
  Subsequent Offense(s): up to $5,000 per employee.

- **Criminal Penalty**
  First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year.
  Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)
WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.
Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a worker, laborer, or mechanic you are entitled to receive the prevailing wage and supplements rate for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

<table>
<thead>
<tr>
<th>Location</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>(518) 457-2744</td>
</tr>
<tr>
<td>Binghamton</td>
<td>(507) 721-8005</td>
</tr>
<tr>
<td>Buffalo</td>
<td>(716) 847-7159</td>
</tr>
<tr>
<td>Garden City</td>
<td>(516) 228-3915</td>
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<tr>
<td>New York City</td>
<td>(212) 775-3568</td>
</tr>
<tr>
<td>Newburgh</td>
<td>(845) 568-5287</td>
</tr>
<tr>
<td>Patchogue</td>
<td>(631) 687-4882</td>
</tr>
<tr>
<td>Rochester</td>
<td>(585) 258-4505</td>
</tr>
<tr>
<td>Syracuse</td>
<td>(315) 428-4056</td>
</tr>
<tr>
<td>Utica</td>
<td>(315) 793-2314</td>
</tr>
<tr>
<td>White Plains</td>
<td>(914) 997-9507</td>
</tr>
</tbody>
</table>

If you feel that you have not received proper wages or benefits, please call our nearest office.*

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: ________________________________

Project Location: ____________________________________________

PW 101 (10-12) Nassau County DPW

147 of 365 Contract No. 990825-038

Asbestos & Lead Abatement Requirements
OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.
Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us-workerprotection/safetyhealth/DOSH_ONSITECONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
e-mail: diwtso@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?--GROUP--AOTCON--10--

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
e-mail: mailto:jans@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingleton@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org

(03.12)
Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (Note: Completion cards do not have an expiration date.)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.
WICKS Reform 2008
(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project’s threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA’s would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bld orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.
IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a Dispensation of Hours (PW30) in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note: For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)
Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:
- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:
- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work

- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

***Do not write in any additional Classifications or Counties.***

Requestor Information:
- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:
- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 – OR –
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518) 485-1870
New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589  Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
There is a Dispensation of Hours in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SGC, Bldg. 12, Rm. 130, Albany, NY 12240
or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: ___________________________ FEIN: ________________
Address: _______________________________________________________
City: ___________________________ State: ______ Zip Code: ___________
Phone Number: ___________ Fax Number: ___________ Email Address: ___________
Contact Person: _______________________
Phone No: ___________ Fax No: ___________ Email: ___________

Project Information

Project PRC#: ___________________________ Project Name/Type: ________________
Exact Location of Project: ___________________________ County: ___________
(If you are Subcontractor)
Prime Contractor Name: ___________________________
Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
*** Do not write in any additional Classifications or Counties ***

Requestor Information

Name: ___________________________ 
Title: ___________________________ Date: ___________________________
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<td>3. Bronx County</td>
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<td>4. Broome County</td>
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<td>5. Cattaraugus County</td>
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<td>7. Chautauqua County</td>
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<td>40. Putnam County</td>
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<td>41. Queens County</td>
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<tr>
<td>61. Wyoming County</td>
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<tr>
<td>62. Yates County</td>
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</tbody>
</table>
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
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<tbody>
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</tbody>
</table>
## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
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# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

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### Job Classification Checklist

*(Place a checkmark by all classifications that will be using the 4/10 schedule)*

***Do not write in any additional Classifications or Counties***

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Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1.1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

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<th>Title (Trade)</th>
<th>Ratio</th>
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<tr>
<td>Boilermaker (Shop)</td>
<td>1:1:1.3</td>
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<tr>
<td>Carpenter (Bldg., H&amp;H, Pile Driver/Dockbuilder)</td>
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<tr>
<td>Carpenter (Residential)</td>
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| Nassau County DPW                     | 183 of 308| Contra No. B30625-033 
<p>|                                        | Asbestos &amp; Lead Abatement - Requirements |</p>
<table>
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<tr>
<th>Occupation</th>
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<td>Electrician (Inside)</td>
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<tr>
<td>Elevator/Escalator Construction &amp; Modernizer</td>
<td>1:1:1:2</td>
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<td>Glazier</td>
<td>1:1:1:3</td>
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<td>Insulation &amp; Asbestos Worker</td>
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<td>Iron Worker</td>
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<td>Laborer</td>
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<td>Plumber &amp; Steamfitter</td>
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<td>Sprinkler Fitter</td>
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</table>

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

<table>
<thead>
<tr>
<th>District Office Locations</th>
<th>Telephone #</th>
<th>FAX #</th>
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<tbody>
<tr>
<td>Bureau of Public Work - Buffalo</td>
<td>716-847-7159</td>
<td>716-847-7650</td>
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<td>Bureau of Public Work - Garden City</td>
<td>516-228-3915</td>
<td>516-794-3518</td>
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<td>Bureau of Public Work - Newburgh</td>
<td>845-568-5287</td>
<td>845-568-5332</td>
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<td>Bureau of Public Work - New York City</td>
<td>212-932-2419</td>
<td>212-775-3579</td>
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<td>631-887-4882</td>
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<td>585-258-4505</td>
<td>585-258-4706</td>
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<td>Bureau of Public Work - Syracuse</td>
<td>315-428-4055</td>
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<td>315-793-2314</td>
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<td>914-997-9507</td>
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<td>Bureau of Public Work - Central Office</td>
<td>518-457-6589</td>
<td>518-485-1870</td>
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Nassau County General Construction

Asbestos Worker

JOBS DESCRIPTION Asbestos Worker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015 08/01/2015
Asbestos Worker $45.00 $44.00
Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
Per Hour:
Asbestos Worker $7.20 $8.70
Removal & Abatement Only

OVERTIME PAY
See (B, 2), (E, J) on OVERTIME PAGE
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.
1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th
1st 80% 80% 80% 80% 80% 80% 80% 80% 80% 80%

SUPPLEMENTAL BENEFIT
Per Hour:
Apprentice Removal & Abatement $7.20 $8.70 4-12a - Removal Only

Boilermaker

JOBS DESCRIPTION Boilermaker

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour: 07/01/2015
Boilermaker $51.56
Repairs & Renovations $51.56

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015
Boilermaker 32% of hourly
Repairs & Renovations Wage Paid + $25.19

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
See (D, 0) on OVERTIME PAGE
HOLIDAY
Paid: See (5, 16, 23, 24) on HOLIDAY PAGE

Contract No. B90625-038
Asbestos & Lead Abatement-Requirements
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B, E, Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following percentage of Boilermaker's Wage

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th>Apprentice(s)</th>
<th>07/01/2015</th>
<th>32% of Hourly Wage Paid Plus Amount Below</th>
</tr>
</thead>
</table>

| 1st Term     | $ 19.27    |
| 2nd Term     | 20.11      |
| 3rd Term     | 20.95      |
| 4th Term     | 21.80      |
| 5th Term     | 22.65      |
| 6th Term     | 23.49      |
| 7th Term     | 24.33      |

NOTE: "Hourly Wage Paid" shall include any and all premium(s) 4-5

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountairy, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2015 10/17/2015

Core Drilling:
Driller: $ 38.82 + Additional $ 2.21
Driller Helper: $ 29.44 + Additional $ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:
Helper 1st year: $ 20.61
Helper 2nd year: 23.55
Helper 3rd year: 26.50
Helper 4th year: 29.44

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour

Note: When required to work on water, an additional $ 0.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2015 10/17/2015

Driller and All Helpers: $ 22.79 $ 22.79

OVERTIME PAY

See (B, E, K*, P, R**) on OVERTIME PAGE.
HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (5,10,11,13) on HOLIDAY PAGE.

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour: 07/01/2015

Timberman $ 45.60

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

$ 47.05

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.
Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
(1) year terms:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.24</td>
<td>$22.90</td>
<td>$29.64</td>
<td>$36.48</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:
$ 31.92

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2015

Building $48.44
Millwright
+ Additional $ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 50.49

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)* on HOLIDAY PAGE.
Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

* must show up to work Nassau County DPW

Contract No. B90825-03B
Asbestos & Lead Abatement - Requirements
REGISTERED APPRENTICES
Wages per hour is Percentage of Journeyworker's wage:

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26.64</td>
<td>$31.49</td>
<td>$36.33</td>
<td>$46.02</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour paid:

(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$32.51</td>
<td>$36.15</td>
<td>$40.83</td>
<td>$46.21</td>
<td></td>
</tr>
</tbody>
</table>

---

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour:

07/01/2015

Marine Construction:

<table>
<thead>
<tr>
<th>Marine Diver</th>
<th>$61.30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marine Tender</td>
<td>$43.45</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour Paid:

| Journeyman | $46.09 |

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid:
See (18, 19) on HOLIDAY PAGE
Overtime:
See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

---

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

PARTIAL COUNTIES
Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continues North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orms Mills Rd, then west on Orms Mills Rd to Route 94, continues west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continues south on Kings Highway to Bellville Rd, west on Bellville Rd to Bellville Lakes Rd, then south on Bellville Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES
Per hour:
07/01/2015

| Carpet/Resilient Floor Coverer | $49.88 |

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour paid:

| Floor Coverer | $44.07 |

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

Nassau County DPW

Page 23 of 38

Contract No. B90925-03B
Asbestos & Lead Abatement Requirements
HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.
Paid: for 1st & 2nd yr. Apprentices See (5, 6, 11, 13, 16, 18, 19, 25)
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeyworkers Wage
(1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.95</td>
<td>24.94</td>
<td>32.42</td>
<td>39.90</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

$ 30.22

8-2287

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/31/2015

Piledriver $ 50.50
Dockbuilder $ 60.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 47.03

OVERTIME PAY
See (3, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.
Paid: for 1st & 2nd yr. Apprentices See (5, 6, 11, 13, 16, 18, 19, 25)
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour (1) year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.20</td>
<td>25.25</td>
<td>32.83</td>
<td>40.40</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

Apprentices $ 31.90

8-1556 Db

Carpenter

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES
Nassau County DPW

185 of 386
Page 50

Contract No. B99025-03B
Asbestos & Lead Abatement-Requirements
JOB DESCRIPTION  Carpenter - Building

ENTIRE COUNTIES  Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES  Nassau: Work performed south of the Southern State Parkway and west of the Seaford Creek.

WAGES  
Per hour:  
Building:  
Carpenter  $50.50  
Additional  $2.40

SUPPLEMENTAL BENEFITS  
Per hour paid:  
Building:  
Carpenter  $45.65

OVERTIME PAY  
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY  
Paid:  
See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.  
Apprentices  See (5,6,11,13,15,18,19,25)

Overtime:  
See (5,6,11,13,15,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES  
Wages per hour is Percentage of Journeyworkers Wage

(1) year terms:  
1st 2nd 3rd 4th  
$20.20 $25.25 $32.83 $40.40

Supplemental benefits per hour:  
Apprentices  $31.52

8-EXHIB

Carpenter - Building

04/01/2016

DISTRICT 8
Building $31.11

Carpenter - Building / Heavy & Highway

JOB DESCRIPTION Carpenter - Building / Heavy & Highway

ENTIRE COUNTIES
Suffolk

PARTIAL COUNTIES
Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

WAGES
Per Hour: 07/01/2015
Carpenter (Building) $48.62
Carpenter (Heavy Highway) $48.62

*NOTE* ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Both Carpenter Categories $30.67

OVERTIME PAY
See (6, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following:
Per Hour:

1st 2nd 3rd 4th
$19.96 $25.16 $29.22 $33.04

Supplemental Benefits
Per Hour:

All Terms: $17.85

4-Reg. Council Nass/Suff

Electrician

JOB DESCRIPTION Electrician

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015
Electrician Pump & Tank $40.05

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician Pump & Tank 65.25% of *Wage Paid

*Wage Paid Includes any and all Premiums

OVERTIME PAY
See (6, E, Q) on OVERTIME PAGE

HOLIDAY
Nassau County DPW
REGISTERED APPRENTICES
1 Year Terms at the Following:

Per Hour:

1st Term  $12.02
2nd Term  $16.02
3rd Term  $20.02
4th Term  $24.03
5th Term  $28.04
6th Term  $34.04

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms  65.25%
of "Wage
Paid

"Wage Paid includes any and all Premiums

4-25 Pump & Tank

04/01/2016

JOB DESCRIPTION Electrician
ENTIRE COUNTRIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015
Electrician/Wireman  $50.45
HVAC Controls  50.46
Fire Alarms  50.46

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015
Electrician/Wireman (all categories)  16% of Hourly
Wage Paid + $23.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

OVERTIME PAY
See (B, E, E2, O) on OVERTIME PAGE

HOLIDAY
Paid:  See (1) on HOLIDAY PAGE
Overtime:  See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following Percentage of Journeyman(s) Wage:

Apprentices with start dates PRIOR TO 10/02/2010:
4th  5th  6th
60%  60%  70%

Apprentices with start dates AFTER 10/02/2010:
1st  2nd  3rd  4th  5th  6th
35%  40%  45%  55%  65%  75%

Supplemental Benefits Per Hour:

Apprentices Hired Prior to 10/02/2010

07/01/2015
Nassau County DPW

Apprentices Hired After 10/02/2010

07/01/2015

121 of 358
Page 35

Contract No. 690625-03B
Asbestos & Lead Abatement Requirements
| 1st   | 0% + $0.00 | 3% + $2.71 |
| 2nd   | 0% + $0.00 | 8% + $4.08 |
| 3rd   | 0% + $0.00 | 9% + $4.95 |
| 4th   | 16% + $11.52 | 10% + $6.59 |
| 5th   | 16% + $13.83 | 13% + $10.64 |
| 6th   | 16% + $16.14 | 14% + $17.05 |

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

Electrician

JOB DESCRIPTION Electrician

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015 - 04/30/2016
Telephone and
Integrated Tele-Data
System Electrician $36.58 $36.78

This rate classification applies to ALL Voice, Data & Video work: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)226-3915 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS
Per Hour:

Tele-Data Electrician
16% of
Hourly Wage
Paid + $18.96

16% Of
Hourly Wage
Paid + $17.33

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (3, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid:
Overtime:
See (1) on HOLIDAY PAGE
See (5, 6, 15, 16, 25) on HOLIDAY PAGE

Electrician

JOB DESCRIPTION Electrician

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015 - 04/04/2016
Tree Trimmer/Remover Line Clearance Specialist $30.84 $31.77

Ground Man $18.80 $19.06
(Not to Exceed 20% of Work Force)

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

All tree removal for heavy highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015 - 04/04/2016

Contract No. B90625-038
Asbestos & Lead Abatement Requirements
### Electrician

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES** Nassau, Suffolk

**WAGES**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>07/01/2015</th>
<th>04/30/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$41.45</td>
<td>$42.20</td>
</tr>
<tr>
<td>Electrical Maintenance</td>
<td>$41.45</td>
<td>$42.20</td>
</tr>
</tbody>
</table>

*PLEASE NOTE*

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for add-ons.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per Hour:</th>
<th>12% of Hourly Wage Paid + $16.42</th>
<th>12% of Hourly Wage Paid + $16.83</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid*

**OVERTIME PAY** See (G, E, P, S) on OVERTIME PAGE

**HOLIDAY**

<table>
<thead>
<tr>
<th>Paid:</th>
<th>See (S, 6, 8, 16, 22, 24, 25, 26) on HOLIDAY PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime:</td>
<td>See (S, 6, 8, 16, 22, 24, 25, 26) on HOLIDAY PAGE</td>
</tr>
</tbody>
</table>

**REGISTERED APPRENTICES**

One (1) Year Term(s) at the following Percentage of Journeyman(s) Wage:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

<table>
<thead>
<tr>
<th>Apprentices Hired Prior to 04/29/2014</th>
<th>Apprentices Hired After 04/26/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/30/2015</td>
<td>07/01/2015</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>1st</td>
<td>2nd</td>
</tr>
<tr>
<td>12% + $9.90</td>
<td>12% + $9.90</td>
</tr>
<tr>
<td>12% + $10.79</td>
<td>12% + $10.79</td>
</tr>
<tr>
<td>12% + $11.70</td>
<td>12% + $11.70</td>
</tr>
<tr>
<td>12% + $12.59</td>
<td>12% + $12.59</td>
</tr>
<tr>
<td>12% + $13.48</td>
<td>12% + $13.48</td>
</tr>
<tr>
<td>12% + $13.66</td>
<td>12% + $13.66</td>
</tr>
</tbody>
</table>

**NOTE: Percentages are on "Hourly Wage Paid"**

**NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay**
Electrician Lineman

JOB DESCRIPTION Electrician Lineman

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:
Per Hour: 07/01/2015
Lineman/Splicer $50.76
Material Man 44.18
Heavy Equip. Operator 40.81
Groundsman 30.46
Flagman 22.84

For Natural Gasline Construction:
Per Hour: 07/01/2015 06/01/2016
Journeymen U.G.Mech. $42.69 $44.08

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the "4 Day/10 Hour Work schedule", as your normal schedule, you must submit an "Employer Registration for Use of 4 Day/10 Hour Work Schedule" form PW30R; and there must be a disposition of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:
Utility Distribution & Transmission Line Construction:

07/01/2015
All Classifications 31% of Hourly Wage Paid + $11.96

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:
Per Hour: 07/01/2015 06/01/2016
Journeymen U.G.Mech. 25% of Hourly Wage Paid + $11.16 26% of Hourly Wage Paid + $11.96

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic (B, G, P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeymen's Wage.
(Lineman Only)
1st 2nd 3rd 4th 5th 6th 7th
60% 65% 70% 75% 80% 85% 90%

SUPPLEMENTAL BENEFITS:
07/01/2015
All Terms 31% of Hourly Wage Paid + $11.36

Nassau County DPW

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Page 42

Contract No. BS0925-038
Asbestos & Lead Abatement Requirements
JOB DESCRIPTION  Elevator Constructor

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$59.55</td>
</tr>
<tr>
<td>03/17/2016</td>
<td>$60.96</td>
</tr>
</tbody>
</table>

Modernization & Service/Repair

<table>
<thead>
<tr>
<th>Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>48.92</td>
</tr>
<tr>
<td>03/17/2016</td>
<td>47.91</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per Hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$35.17</td>
</tr>
<tr>
<td>03/17/2016</td>
<td>$35.87</td>
</tr>
</tbody>
</table>

Modernization & Service/Repair

OVERTIME PAY
Constructor: See (D, M, T) on OVERTIME PAGE.
Modernization/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 8, 11, 15, 18, 25) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 15, 18, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:
*Note: 1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Elevator Constructor

<table>
<thead>
<tr>
<th>Term</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$28.93</td>
</tr>
<tr>
<td>2nd Term</td>
<td>26.73</td>
</tr>
<tr>
<td>3rd Term</td>
<td>30.94</td>
</tr>
<tr>
<td>4th Term</td>
<td>32.15</td>
</tr>
</tbody>
</table>

Modernization & Service/Repair

<table>
<thead>
<tr>
<th>Term</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$28.65</td>
</tr>
<tr>
<td>2nd Term</td>
<td>29.21</td>
</tr>
<tr>
<td>3rd Term</td>
<td>30.32</td>
</tr>
<tr>
<td>4th Term</td>
<td>31.43</td>
</tr>
</tbody>
</table>

04/01/2016

Glazer

JOB DESCRIPTION  Glazer

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$52.20*</td>
</tr>
<tr>
<td>11/01/2015</td>
<td>$52.80*</td>
</tr>
<tr>
<td>05/01/2016</td>
<td>+Additional</td>
</tr>
</tbody>
</table>

Nassau County DPW

Contract No. 926625-03B
Asbestos & Lead Abatement-Requirements

04/01/2016
Scaffolding $ 53.20*  $ 53.80* Additional $ 1.50
Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24" or more, but not pipe scaffolding.

Repair & Maintenance $ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative contract value is under $121,550

*Additional $.05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2015 11/01/2015
Journeyworker $ 26.04 $ 28.29
Repair & Maintenance 16.14 16.14

OVERTIME PAY
OVERTIME: Premium is applied to the respective base wage only. See (C*,D*, E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For Repair & Maintenance see (B,B2, F, P) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 26) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:
07/01/2015 11/01/2015
1st term $ 17.70 $ 17.95
2nd term 25.65 26.20
3rd term 31.19 31.54
4th term 41.71 42.14

Supplemental Benefits:
(Par hour worked)
1st term $ 13.84 $ 13.99
2nd term 19.10 19.26
3rd term 20.97 21.13
4th term 24.32 24.57

8-1281 (DC9 NYC)

Insulator - Heat & Frost 04/01/2016

JOB DESCRIPTION Insulator - Heat & Frost

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015 12/28/2015
Insulators $ 63.65 $ 63.61
Heat & Frost

SUPPLEMENTAL BENEFITS
Nassau County DPW
**Insulators**

$31.51  $32.48

**Heat & Frost**

**OVERTIME PAY**

See (A, D, O, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 23, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages:

1 year terms at the following percentage of Journeyman wages.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>50%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Apprentice Insulator(s)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$12.60</td>
<td>$12.58</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ironworker**

**JOB DESCRIPTION** Ironworker

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Rockland: Southern section - south of Convent Road and east of Blue Hills Road

**WAGES**

Per hour: 07/01/2015

Reinforcing & Metal Lathing: $53.63

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Reinforcing & Metal Lathing: $31.95

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

**Wages Per Hour:**

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23.01</td>
<td>$28.11</td>
<td>$33.21</td>
</tr>
</tbody>
</table>

**Supplemental Benefits**

Per Hour:

<table>
<thead>
<tr>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.16</td>
<td>$18.16</td>
<td>$18.16</td>
</tr>
</tbody>
</table>
ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

<table>
<thead>
<tr>
<th>07/01/2015</th>
<th>01/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ornamental</td>
<td>$43.20</td>
</tr>
<tr>
<td>Chain Link Fence</td>
<td>43.20</td>
</tr>
<tr>
<td>Guide Rail Installation</td>
<td>43.20</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker: $46.16  $49.16

OVERTIME PAY

OVERTIME: See (A*, D1, E**, Q, V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
<th>5th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>$36.97</td>
<td>$38.10</td>
<td>$39.22</td>
<td>$41.46</td>
<td>$43.69</td>
</tr>
</tbody>
</table>

Ironworker

JOB DESCRIPTION Ironworker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

<table>
<thead>
<tr>
<th>07/01/2015</th>
<th>01/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworker Rigger</td>
<td>$56.09</td>
</tr>
<tr>
<td>Ironworker Stone</td>
<td>$58.09</td>
</tr>
<tr>
<td>Dentckman</td>
<td>$38.37</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Ironworker:

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
**Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

1/2 year terms at the following hourly wage rate:

<table>
<thead>
<tr>
<th>Nassau County DPW</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
</tr>
<tr>
<td>178 of 386</td>
</tr>
<tr>
<td>5th</td>
</tr>
</tbody>
</table>

Contract No. 80058-038
Asbestos & Lead Abatement/Requirements
Ironworker

**JOB DESCRIPTION** Ironworker

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

**PER HOUR:**

Ironworker:

| 07/01/2015 | $28.05 | $28.05 | $39.26 | $44.87 | $50.48 | $50.48 |

**SUPPLEMENTAL BENEFITS**

**PER HOUR:**

Journeyman:

Structural

Bridges

Machinery

Machinery

$46.75

$57.83

**OVERTIME PAY**

See (B, E**, Q, V) on OVERTIME PAGE.

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

**WAGES PER HOUR:**

6 month terms at the following rate:

| 1st | $25.48 |
| 2nd | 28.08 |
| 3rd - 6th | 26.68 |

**Supplemental Benefits**

**PER HOUR:**

All Terms: 47.32

---

Laborer - Building

**JOB DESCRIPTION** Laborer - Building

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

**WAGES**

**PER HOUR:**

Building Laborer:

| 07/01/2015 | $37.50 |

Additional:

$2.15/Hr

Asbestos Abatement Workers

(Re-Roofing Removal see Roofer)

Nassau County OPW

36.00

Contract No. 890625-03B
Asbestos & Lead Abatement-Requirements

Page 41 of 358
### SUPPLEMENTAL BENEFITS

**Per Hour:**

- Building Laborer: $27.91
- Asbestos Abatement Worker: 15.95

### OVERTIME PAY

See (B, E, C) on OVERTIME PAGE
See also (H) for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5, 6, 8 & 28)

### REGISTERED APPRENTICES

Regular Hours Work Terms

<table>
<thead>
<tr>
<th>Term #1</th>
<th>1 hr to 100hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term #2</td>
<td>1001hrs to 2000hrs</td>
</tr>
<tr>
<td>Term #3</td>
<td>2001hrs to 3000hrs</td>
</tr>
<tr>
<td>Term #4</td>
<td>3001hrs to 4000hrs</td>
</tr>
</tbody>
</table>

**Wages per hour:**

- 1st Term: $17.40
- 2nd Term: 20.13
- 3rd Term: 24.13
- 4th Term: 28.76

**Benefits per hour:**

- 1st Term: $18.15
- 2nd Term: 20.17
- 3rd Term: 21.24
- 4th Term: 21.24

---

**Laborer - Heavy&Highway**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Laborer (Heavy/Highway):
GROUP #1: Asphalt Rollers, Concrete Curb Formsetters.
GROUP #2: Asphalt Shovelers, Roller Boys and Tamperers.
GROUP #3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

**WAGES PER HOUR:**

<table>
<thead>
<tr>
<th>GROUP #1</th>
<th>07/01/2015</th>
<th>06/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Wage Paid</td>
<td>$46.76</td>
<td>Additional</td>
</tr>
<tr>
<td>&quot;Base Wage&quot;</td>
<td>41.17</td>
<td>$2.95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP #2</th>
<th>Total Wage Paid</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Wage Paid</td>
<td>$45.57</td>
<td>&quot;Base Wage&quot;</td>
</tr>
<tr>
<td>&quot;Base Wage&quot;</td>
<td>39.98</td>
<td>$2.89</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP #3</th>
<th>Total Wage Paid</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Wage Paid</td>
<td>$41.94</td>
<td>&quot;Base Wage&quot;</td>
</tr>
<tr>
<td>&quot;Base Wage&quot;</td>
<td>36.35</td>
<td>$2.75</td>
</tr>
</tbody>
</table>

**NOTE:** "Base Wage" for Premium/Overtime calculation Only. $5.69 is difference between "Base" and "Total"

### SUPPLEMENTAL BENEFITS

**Per Hour:**

ALL GROUPS: $26.86

**After Forty (40) hours paid**

Hours in a work Week

Nassau County DPW

---

Contract No. B60025-039
Asbestos & Lead Abatement-Requirements
OVERTIME PAY

$ 16.66

OVERTIME PAY

See (B, E2, I) on OVERTIME PAGE

NOTES: Premium Overtime Pay to be calculated on "Base Wage" only

Example Group 3: $36.35 X Time and One Half = $54.52 + $5.59 = $60.11

Hazardous Material Work add an Additional 10% of base wage

HOLIDAY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

200 hour(s) Terms at the following Percentage of the Journeyman's Wage:

| 1st 0-1999/hrs | 80% |
| 2nd 2000-3999/hrs | 90% |

Supplemental Benefits per hour:

| All Apprentices | $ 26.89 |
| After Forty(40) paid hours | $ 16.66 |

04/01/2016

Mason

JOB DESCRIPTION Mason

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2015

Brick/Blocklayer $ 54.81

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer $ 23.23

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

| 1st 50% | 2nd 60% | 3rd 70% | 4th 80% | 5th 90% |

Supplemental Benefits per hour:

All Apprentices $ 15.95

Mason - Building

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015

Building:

Nassau County DPW 181 of 298

Additional

Contract No. 890525-03B

Asbestos & Lead Abatement - Requirements
### Tile Setters

**SUPPLEMENTAL BENEFITS**

Per Hour:

| Journeymen Worker | $23.68 \text{ plus } $2.90 |

**OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

* This portion of benefits subject to same premium rate as shown for overtime wages.

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>751-</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
<td>6001-</td>
<td>6751-</td>
<td>7500</td>
</tr>
<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
<td>6750</td>
<td>7500</td>
<td></td>
</tr>
</tbody>
</table>

$27.45 $30.71 $34.96 $39.98 $41.99 $44.96 $46.70 $50.45 $52.61 $53.58

Supplemental Benefits per hour:

| 1st term | $14.70 \text{ plus } $0.72 |
| 2nd term | $15.70 \text{ plus } $0.76 |
| 3rd term | $15.70 \text{ plus } $0.80 |
| 4th term | $16.60 \text{ plus } $1.17 |
| 5th term | $16.65 \text{ plus } $1.19 |

### Mason - Building

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Wages:

<table>
<thead>
<tr>
<th>07/01/2015</th>
<th>01/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marble Cutters &amp; Setters</td>
<td>$56.53</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per Hour:

| Journeymen Worker | $31.17 | $32.09 |

**OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage Per Hour:

<table>
<thead>
<tr>
<th>750 hour terms at the following wage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
</tr>
<tr>
<td>-----</td>
</tr>
<tr>
<td>1st</td>
</tr>
<tr>
<td>750</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>07/01/2015</th>
<th>$22.61</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2016</td>
<td>$22.76</td>
</tr>
</tbody>
</table>

Nassau County DPW

Asbestos & Lead Abatement Requirements
Supplemental Benefits per hour paid at the following term:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$22.87</td>
<td>$23.55</td>
<td>$24.26</td>
<td>$24.95</td>
<td>$25.63</td>
<td>$26.32</td>
<td>$27.03</td>
<td>$27.72</td>
<td>$29.09</td>
<td>$30.48</td>
</tr>
<tr>
<td>01/01/2016</td>
<td>$23.03</td>
<td>$23.72</td>
<td>$24.74</td>
<td>$25.48</td>
<td>$26.20</td>
<td>$26.94</td>
<td>$27.67</td>
<td>$28.41</td>
<td>$29.87</td>
<td>$31.34</td>
</tr>
</tbody>
</table>

Mason - Building

**JOB DESCRIPTION** Mason - Building

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2015 01/01/2016

**Building-Marble Restoration:**
Marble, Stone & Terrazzo Polisher, etc

*SUPPLEMENTAL BENEFITS*
Per Hour Paid:
Journeyworker:

**Building-Marble Restoration:**
Marble, Stone & Polisher

<table>
<thead>
<tr>
<th></th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$39.60</td>
<td>$39.73</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/01/2016</td>
<td>$23.88</td>
<td>$24.41</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OVERTIME PAY**
See (B, "E, Q, V") on OVERTIME PAGE

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.*

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**
WAGES per hour:
(900 hour) terms at the following wages:

<table>
<thead>
<tr>
<th></th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$27.48</td>
<td>$31.40</td>
<td>$35.33</td>
<td>$39.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/01/2016</td>
<td>27.81</td>
<td>31.78</td>
<td>35.76</td>
<td>39.73</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$21.49</td>
<td>$22.12</td>
<td>$22.75</td>
<td>$23.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/01/2016</td>
<td>22.32</td>
<td>23.02</td>
<td>23.71</td>
<td>24.41</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Wages per hour:

Mosaic & Terrazzo Mechanic $ 50.71 $ 51.08
Mosaic & Terrazzo Finisher 49.10 49.47

SUPPLEMENTAL BENEFITS
Journey worker:
Per hour:
Mosaic & Terrazzo Mechanic $ 32.36 $ 33.14
Mosaic & Terrazzo Finisher 32.36 33.13

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
Double the rate after 10 hours on Saturday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages per hour:
(750 Hour) terms at the following wage rate.

<table>
<thead>
<tr>
<th>07/01/2015</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 25.35</td>
<td>$ 27.67</td>
<td>$ 30.42</td>
<td>$ 32.94</td>
<td>$ 35.40</td>
<td>$ 38.02</td>
<td>$ 43.08</td>
<td>$ 46.16</td>
</tr>
<tr>
<td>01/01/2016</td>
<td>25.54</td>
<td>28.09</td>
<td>30.85</td>
<td>33.20</td>
<td>35.76</td>
<td>38.31</td>
<td>43.42</td>
<td>48.53</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

| 07/01/2015 | $ 16.19 | $ 17.81 | $ 19.42 | $ 21.05 | $ 22.66 | $ 24.28 | $ 27.52 | $ 30.76 |

Mason - Building

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2015 12/07/2016 06/06/2016
Building: $ 41.96 $ 42.42 An Additional
Tile Finisher $ 42.42 $ 0.82

SUPPLEMENTAL BENEFITS
Per Hour:
Journey worker $ 21.02* $ 20.12*
plus $ 6.89 plus $ 8.17

OVERTIME PAY
See (E, Q, *V) on OVERTIME PAGE
* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

Mason - Building

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Nassau County DPW

DISTRIBUTION: 9-7/88A-9

Contract No. B90625-038
Asbestos & Lead Abatement Requirements
## WAGES

<table>
<thead>
<tr>
<th>Per hour</th>
<th>07/01/2015</th>
<th>01/01/2016</th>
</tr>
</thead>
</table>

Marble, Stone etc.
Maintenance Finishers: $21.57 $21.76

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

### SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Per Hour</th>
<th>07/01/2015</th>
<th>01/01/2016</th>
</tr>
</thead>
</table>

Marble, Stone etc.
Maintenance Finishers: $12.20 $12.40

### OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

### HOLIDAY

Paid: See [5, 6, 8, 11, 15, 25] on HOLIDAY PAGE
Overtime: See [5, 6, 8, 11, 15, 25] on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

### REGISTERED APPRENTICES

WAGES per hour:
(750 hours) at the following percentage of journeyman's wage rate:

| 1st term 0-750 | 70% |
| 2nd term 750-1500 | 74% |
| 3rd term 1501-2250 | 76% |
| 4th term 2251-3000 | 78% |
| 5th term 3001-3750 | 82% |
| 6th term 3751-4500 | 88% |
| 7th term 4501-5250 | 96% |

Supplemental Benefits:

<table>
<thead>
<tr>
<th>Per hour paid</th>
<th>07/01/2015</th>
<th>01/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$11.92</td>
<td>$12.31</td>
</tr>
<tr>
<td>2nd term</td>
<td>11.93</td>
<td>12.31</td>
</tr>
<tr>
<td>3rd term</td>
<td>11.94</td>
<td>12.33</td>
</tr>
<tr>
<td>4th term</td>
<td>11.95</td>
<td>12.34</td>
</tr>
<tr>
<td>5th term</td>
<td>11.96</td>
<td>12.37</td>
</tr>
<tr>
<td>6th term</td>
<td>11.98</td>
<td>12.39</td>
</tr>
</tbody>
</table>

9-7/24M-MF

---

**Mason - Building / Heavy & Highway**

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Mason - Building / Heavy &amp; Highway</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTIRE COUNTRIES</td>
<td>Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester</td>
</tr>
<tr>
<td>WAGES</td>
<td>07/01/2015</td>
</tr>
<tr>
<td>Marble-Finisher</td>
<td>$45.98</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL BENEFITS

Journeyworker: per hour paid

<table>
<thead>
<tr>
<th>9-7/24M-MF</th>
<th>04/01/2016</th>
</tr>
</thead>
</table>

### OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Nassau County DPW

Asbestos & Lead Abatement Requirements

Contract No. B08225-03B 180 of 233 Page 83
HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

Mason - Building / Heavy&Highway

JOB DESCRIPTION Mason - Building / Heavy&Highway
ENTIRE COUNTIES Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Cement Mason $45.88

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason $32.80

OVERTIME PAY
See (*B1. E2, **Q, ***V) on OVERTIME PAGE
* Applies to 9th and 10th hours on Saturday
** "Holiday" only for Building Construction
*** Additional $10.10 to be added to all Time and a Half hours paid

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeymen's Wage.

1st Term 50%
2nd Term 60%
3rd Term 70%

Supplement Benefits per hour paid:

1st Term $16.40
2nd Term 19.68
3rd Term 25.99

Mason - Building / Heavy&Highway

JOB DESCRIPTION Mason - Building / Heavy&Highway
ENTIRE COUNTIES Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2' x 2' or larger.

Per Hour: 07/01/2015

Stone Setter $59.14

Stone Tender $41.11

SUPPLEMENTAL BENEFITS
Nassau County DPW


**STONE SETTER**

Per Hour:

- Stone Setter: $28.10
- Stone Tender: 18.37

**OVERTIME PAY**

See (*C. **E. Q.) on OVERTIME PAGE.

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

**HOLIDAY**

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work First 1/2.

**REGISTERED APPRENTICES**

Per Hour:

Stone Setters (800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80%</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>90%</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits:

- All Apprentices: $18.31

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**Mason - Heavy&Highway**

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**JOB DESCRIPTION** Mason - Heavy&Highway

**ENTIRE COUNTRIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

- Per Hour: 07/01/2015
- Pointer, Caulkers & Cleaners: $47.41

**SUPPLEMENTAL BENEFITS**

- Per Hour: Pointer, Cleaners & Caulkers: $24.00

**OVERTIME PAY**

See (8, E2. H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25.01</td>
<td>$27.25</td>
<td>$32.24</td>
<td>$39.85</td>
</tr>
</tbody>
</table>

Apprentices Supplemental Benefits:

- (per hour paid): $4.75, $9.70, $12.45, $12.45

---

**Operating Engineer - Building**

---

**JOB DESCRIPTION** Operating Engineer - Building

**ENTIRE COUNTRIES** Nassau, Suffolk

**WAGES**

- Nassau County DPW

---

**Contract No. B90025-03B**

Asbestos & Lead Abatement-Requirements
CLASS "AA" CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe, Crawler/Hydraulic Excavator(360 up to & over 150,000 lbs), Boring Machine, Cherry Picker(over 70 tons), Concrete Pump, Grader, Grader, Hoist, Loading Machine(10 yds. or more), Milling Machine, Power Winch—Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Loader in Tandem, Steam Shovel, Sideboom, Tractor, Stone Spreader(self-propelled), Tank Work, Tower Crane Engineer.

CLASS "B":

CLASS "C":
Concrete Saw/Cutter/Breaker, Curb Machine(asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvis Mixer, Pumps(all), Roller(dirt), Vac-All(Truck), Jet Pump(Truck), Interfor Hiost, Concrete Finish Machine, Concrete Spreader, Hoist(one drum).

CLASS "D":
Breaker, Conveyor, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors(mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump(double action diaphragm), Ridge Cutter, Robotic Unit Operator, Shot Blaster.

CLASS "E":
Batching Plant, Generator, Grindar, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump(single action diaphragm), Stump Chipper, Track Tamper, Tractor(caterpillar or wheel), Vibrator, Deckhand on Workboat, Trenching Machine(Hand).

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015</td>
<td>$ 70.75</td>
<td>$ 3.03.hr</td>
</tr>
<tr>
<td>06/01/2016</td>
<td>Additional</td>
<td></td>
</tr>
</tbody>
</table>

Class "AA" is $ 70.75 per hour.
Class "A" is $ 58.90 per hour.
Class "B" is $ 55.91 per hour.
Class "C" is $ 53.91 per hour.
Class "D" is $ 47.45 per hour.
Class "E" is $ 45.50 per hour.

SUPPLEMENTAL BENEFITS
Per Hour:
All Classes $ 33.55
Overtime Rate 24.35

OVERTIME PAY
See (D. O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 8, 15, 18, 25) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 18, 25) on HOLIDAY PAGE

"NOTE" Employee must be Employed day before and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:
prevailing wage rates for 07/01/2015 - 06/30/2016
last published on apr 01 2016

1st term $ 20.84
2nd term $ 21.67
3rd term $ 22.33

supplemental benefits per hour:
all apprentices $ 15.64
overtime rate 5.60

operating engineer - building / heavy & highway 04/01/2016

job description operating engineer - building / heavy & highway

entire counties
nassau, suffolk

wages
per hour: 07/01/2015 08/01/2015
well driller $ 34.60 $ 35.19
well driller helper $ 30.20 $ 30.80

hazardous waste differential
added to hourly wage:
level a $ 3.00
level b 2.00
level c 1.00

monitoring well work
add to hourly wage:
level a $ 3.00
level b 2.00

supplemental benefits
per hour: 07/01/2015
well driller & helper $ 10% of straight time rate plus $ 10.95

additional $ 3.50 for premium time

overtime pay
see (5, e, g, p) on overtime page

holiday
paid: see (5, 6, 16, 23) on holiday page
overtime: see (5, 6, 16, 23) on holiday page

registered apprentices
apprentices at 12 month terms

wages per hour: 07/01/2015
1st term $ 20.84
2nd term $ 21.67
3rd term $ 22.33

supplemental benefits per hour:
1st term 10% of wage + $ 5.10
2nd term 10% of wage + $ 5.60
3rd term 10% of wage + $ 6.60

benefits at premium time
per hour:
1st term 10% of wage + $ 5.85
2nd term 10% of wage + $ 6.60
3rd term 10% of wage + $ 8.10

nassau county dpw
Operating Engineer - Heavy & Highway

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
Cranes, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe, Crawler/Grader/Scrapers (360 up to & over 150,000), Barrier Machine, Cherry Picker (over 70 tons), Concrete Pump, Grader, Grader, Horse, Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Power Winch - Stone Setting/Structural Steel or Truck-Mounted, Powerhouse, Road Paver, Scoop-Carriwell-Scraper in Tandem, Side Boom Tractor, Stone Spreader (self-propelled), Stripping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B1":
Backhoe (other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveyor-Mulch, Post Hole-Augur, Fork Lift, Holist (2 drum), Loading Machine & Front Loader, Mulch Machine (machine fed), Power Winch (all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carrier/Scraper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Workboat.

CLASS "C":
Concrete Saw/Cutter/Breaker, Curb Machine (Asphalt & Concrete), Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulverizer, Pump (Liquid & 4in or over), Roll-Mill (Dirt), Vac-Air (Truck), Jet Pump (Truck), Power Winch (Truck Mounted), Compressor (Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Fireman, Hose (One Drum), Welding Machine (Structural Steel & Pipe Work).

CLASS "D":
Compressor (Pipe, Crane, Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind, Power Operated), Generator (Pipe Work), Hydraulic Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pump (Single Action-1 to 3 inches), Gypsum (Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Stripper, Boiler (Thermoplastic), Ridge Cutter, Shot Blaster, Conveyor, Curbing Machine.

CLASS "E":
Batching Plant (On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine (Hand Feed), Oiler, Pumps (Single action up to 3 in.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine (Hand, walk behind), Track Tamper, Tractor, Vibrator, Deckhand on Workboat.

07/01/2015
Class "AA"
Cranes: Boom Length over 100 feet add $ 1.00 per hour
** 150 ** $ 1.50 **
** 250 ** $ 2.00 **
** 350 ** $ 3.00 **

Class "A"
$ 62.07*
*Add $3.50 for Hazardous Waste Work

Class "B"
$ 58.03*
*Add $2.50 for Hazardous Waste Work

Class "C"
$ 55.98*
*Add $1.50 for Hazardous Waste Work

Class "D"
$ 49.35
*Add $1.00 for Hazardous Waste Work

Class "E"
$ 47.39

06/01/2016
*NOTE*: ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.
## SUPPLEMENTAL BENEFITS

### Per Hour:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL CLASSES</td>
<td>$33.80</td>
</tr>
</tbody>
</table>

**Note:** OVERTIME AMOUNT $24.35

### OVERTIME PAY

See (O. O) on OVERTIME PAGE

**HOLIDAY**

Paid: See [5, 6, 7, 8] on HOLIDAY PAGE

Overtime: See [5, 6, 7, 8] on HOLIDAY PAGE

*Note* Employee must be employed day before and day after a holiday to receive holiday pay.

### REGISTERED APPRENTICES

### Wage per hour:

**REGISTERED APPRENTICES**

One (1) Year Terms at the following Rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$20.64</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$21.57</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$22.33</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL BENEFITS:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPRENTICES</td>
<td>$15.64</td>
</tr>
</tbody>
</table>

**Note:** Overtime Amount $5.80

---

### Operating Engineer - Heavy & Highway

**District:** 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

- **Party Chief:** One who directs a survey party
- **Instrument Man:** One who runs the instrument and assists Party Chief
- **Rodman:** One who holds the rod and in general, assists the survey party

Categories cover GPS & Underground Surveying

### Per Hour:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2015 Heavy Highway/Building</td>
<td>$64.08</td>
<td>$2.73</td>
</tr>
<tr>
<td>07/01/2016 Heavy Highway/Building</td>
<td>$48.84</td>
<td>$2.30</td>
</tr>
<tr>
<td>07/01/2016 Rodman</td>
<td>$41.88</td>
<td>$2.10</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL BENEFITS

**Per Hour:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Highway/Building</td>
<td>$32.45</td>
</tr>
</tbody>
</table>

**Premium:**

- Heavy Highway/Building $48.67
- Heavy Highway/Building $84.90

*Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

### OVERTIME PAY

See (B, *E*, Q) on OVERTIME PAGE

*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See [5, 6, 7, 11, 12, 15, 25] on HOLIDAY PAGE
JOB DESCRIPTION Operating Engineer - Marine Construction

ENTIRE COUNTIES

WAGES Per Hour:
DREDGING OPERATIONS CLASS A
Operator, Leverman, Lead Dredgeman
CLASS A
To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.

CLASS B
Spider/Spill Barge Operator, Tug Operator(over1000hp), Operator, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer
Certified Welder, Boat Operator(licensed)

CLASS C
Drag Barge Operator, Steward, Mate, Assistant Fill Placer,
Welder (please add)$0.06

Boat Operator

CLASS D
Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor

Oiler (please add)$0.09

SUPPLEMENTAL BENEFITS Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2015 $9.39 plus 8% of straight time wage, Overtime hours add $0.05.

All Class C $9.69 plus 8% of straight time wage, Overtime hours add $0.05.

All Class D $9.39 plus 8% of straight time wage.
OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 23) on HOLIDAY PAGE

Operating Engineer - Survey Crew - Consulting Engineer

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie. 

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2015 07/01/2016
Survey Classifications An Additional

Party Chief $ 37.04 $ 2.24
Instrument Man 30.59 1.98
Rodman 26.52 1.82

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: $ 19.10

OVERTIME PAY

OVERTIME: See (B, E, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Operating Engineer - Trenchless Pipe Rehab

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour: 07/01/2015
(SEE)

Robotic Unit Operator Operator(class D)
Technician/Boiler, Generator Operator(classes C&D)
AM Liner/Boiler Seal Laborer(Grp#3)
Hobas Pipe, Polyethylene Pipe or Pull and Inflatable Liner Laborer(Grp#3)

OVERTIME PAY

Nassau County DPW
HOLIDAY

JOB DESCRIPTION  Painter

ENTIRE COUNTIES
    Putnam, Suffolk, Westchester

PARTIAL COUNTIES
    Nassau: All of Nassau except the areas described below: Atlantic Beach, Cederhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd, going north to Northern Blvd, the west side of Lakeville road to Northern Blvd, Al Northern Blvd, going east the district north of Northern Blvd, to Port Washington Blvd. West of Port Washington Blvd.to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor, HAvon, Harbour Acres.

WAGES
Per hour: 07/01/2015
Drywall Taper  $ 41.75

SUPPLEMENTAL BENEFITS
Per hour worked: 07/01/2015
Journeyman  $ 20.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE
For Journeyman: Deduct $4.25 from wage rate BEFORE calculating overtime pay.
For Apprentices: Deduct $ 2.44 from 2nd term wage rate, and $ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages(per Hour) 07/01/2015
1500 hour terms at the following wage rate:
1st term  $ 18.13
2nd term  $ 27.19
3rd term  $ 36.26

Supplemental Benefits per hour:
One year term (1500 hours) at the following dollar amount:
1st year  $ 10.25
2nd year  $ 16.43
3rd year  $ 19.25

Job Description: Painter

Contract No. 880825-03B
Asbestos & Lead Abatement-Requirements
Spray & Scaffold  46.75
Fire Escape       46.75
Decorator         46.75
Paperhanger/Wall Coveror  41.06

SUPPLEMENTAL BENEFITS
Per hour worked:  07/01/2015

Paperhanger:  $29.33
All others:  20.97
Premium*:  23.47*

*Applies only to "All others" category, not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid:  See (1) on HOLIDAY PAGE
Overtime:  See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)  07/01/2015

Apprentice 1st term...  $18.55
Apprentice 2nd term...  21.56
Apprentice 3rd term...  26.24
Apprentice 4th term...  35.02

Supplemental benefits:
(per Hour worked)

Apprentice 1st term...  $10.23
Apprentice 2nd term...  12.92
Apprentice 3rd term...  15.20
Apprentice 4th term...  19.70

JOB DESCRIPTION Painter

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Candlerhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Tpke & Lakeville Rd going north to northern Blvd: the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern Blvd to Port Washington Blvd. West of Port Washington Blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbor Acres.

WAGES
Per hour:  07/01/2015  12/30/2015  09/29/2016
Drywall Taper          $50.48  $50.98  $51.48

SUPPLEMENTAL BENEFITS
Per Hour:  07/01/2015  12/30/2015  09/29/2016
Journeyworker:  $18.97  $18.97  $18.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid:  See (1) on HOLIDAY PAGE
Overtime:  See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Nassau County DPW
Wage per hour:

12 months' terms (year consists of 1500 hours).

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>12/30/2015</th>
<th>06/28/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$ 20.19</td>
<td>$ 20.39</td>
<td>$ 20.59</td>
</tr>
<tr>
<td>2nd year</td>
<td>$ 30.29</td>
<td>$ 30.59</td>
<td>$ 30.89</td>
</tr>
<tr>
<td>3rd year</td>
<td>$ 40.38</td>
<td>$ 40.78</td>
<td>$ 41.18</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 10.25</td>
<td>$ 10.25</td>
</tr>
<tr>
<td>2nd term</td>
<td>$ 16.43</td>
<td>$ 16.43</td>
</tr>
<tr>
<td>3rd term</td>
<td>$ 19.25</td>
<td>$ 19.25</td>
</tr>
</tbody>
</table>

Painter - Bridge & Structural Steel

JOB DESCRIPTION Painter - Bridge & Structural Steel

ENTIRE COUNTIES

WAGES
Per Hour Worked:

STEEL:

Bridge Painting:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>10/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>From May 1st to Nov. 15th -</td>
<td>$ 48.00</td>
<td>$ 48.00</td>
</tr>
<tr>
<td>+ 6.63*</td>
<td>$ 48.00</td>
<td>$ 48.00</td>
</tr>
<tr>
<td>From Nov. 16th to April 30th -</td>
<td>$ 48.00</td>
<td>$ 48.00</td>
</tr>
<tr>
<td>+ 6.63*</td>
<td>$ 48.00</td>
<td>$ 48.00</td>
</tr>
</tbody>
</table>

*Not subject to overtime and limited to first 40 hours

NOTE: All premiums wages are to be calculated on $48.00 or $49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>10/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>From May 1st to Nov. 15th -</td>
<td>$ 20.95</td>
<td>$ 29.95</td>
</tr>
<tr>
<td>Hourly Rate up to 40 hours</td>
<td>7.50</td>
<td>7.50</td>
</tr>
<tr>
<td>Hourly Rate after 40 hours</td>
<td>28.95</td>
<td>28.95</td>
</tr>
<tr>
<td>Hourly Rate after 50 hours</td>
<td>7.50</td>
<td>7.50</td>
</tr>
</tbody>
</table>

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Nassau County DPW

Contract No. 890525-03B
Asbestos & Lead Abatement-Requirements

198 of 258
Page 64
Registered Apprentices:
(Wage per hour Worked):

Apprentices: (1) year terms

<table>
<thead>
<tr>
<th>1st 90 days</th>
<th>07/01/2015</th>
<th>10/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year after 90 days</td>
<td>21.45</td>
<td>22.05</td>
</tr>
<tr>
<td>2nd year</td>
<td>32.18</td>
<td>33.08</td>
</tr>
<tr>
<td>3rd year</td>
<td>42.90</td>
<td>44.10</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>1st 90 days</th>
<th>07/01/2015</th>
<th>10/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year after 90 days</td>
<td>8.83</td>
<td>9.23</td>
</tr>
<tr>
<td>2nd year</td>
<td>11.58</td>
<td>11.98</td>
</tr>
<tr>
<td>3rd year</td>
<td>17.57</td>
<td>17.97</td>
</tr>
<tr>
<td></td>
<td>23.16</td>
<td>23.96</td>
</tr>
</tbody>
</table>

Painters - Line Stripping

04/01/2016

Job Description:

Painter - Line Stripping

Entire Counties:


Wages:

Per hour:

Painter (Striping-Highway):

07/01/2015

- Stripping Machine Operator: $27.11
- Lineman Thermoplastic: $32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), non (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

Supplemental Benefits:

Per hour paid:

07/01/2015

Journeyworker:

- Stripping Machine Operator: $14.19
- Lineman Thermoplastic: $14.55

Overtime Pay:

See (3, 5, 6, 2, 4, 5) on OVERTIME PAGE

Holidays:

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

04/01/2016

Job Description:

Painter - Metal Polisher

Entire Counties:

Nassau County DPW
WAGES

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>06/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metal Polisher</td>
<td>$28.07</td>
<td>$28.88</td>
<td>$29.73</td>
</tr>
<tr>
<td>Metal Polisher*</td>
<td>29.02</td>
<td>29.83</td>
<td>30.68</td>
</tr>
<tr>
<td>Metal Polisher**</td>
<td>31.57</td>
<td>32.38</td>
<td>33.23</td>
</tr>
</tbody>
</table>

**Note: Applies to New Construction & complete renovation
*** Note: Applies to working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>06/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeycworker</td>
<td>$9.12</td>
<td>$9.26</td>
<td>$9.41</td>
</tr>
<tr>
<td>All classification</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

Paid:

See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime:

See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>06/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$11.75</td>
<td>$11.75</td>
</tr>
<tr>
<td>2nd year</td>
<td>13.00</td>
<td>13.00</td>
</tr>
<tr>
<td>3rd year</td>
<td>15.75</td>
<td>15.75</td>
</tr>
</tbody>
</table>

Supplemental benefits:

Per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>06/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$6.26</td>
<td>$6.26</td>
</tr>
<tr>
<td>2nd year</td>
<td>6.37</td>
<td>6.37</td>
</tr>
<tr>
<td>3rd year</td>
<td>6.51</td>
<td>6.51</td>
</tr>
</tbody>
</table>

8-9A/28A-MP

Plasterer

JOB DESCRIPTION Plasterer

ENTIRE COUNTIES

Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES

New York: includes work in all islands in New York City, except Manhattan

WAGES

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td></td>
</tr>
<tr>
<td>Plasterer/Traditional</td>
<td>$35.53</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeycworker $21.80

OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

Nassau County DPW

Asbestos & Lead Abatement Requirements

Contract No. B9025-038

Page 88 of 88

District 9
REGISTERED APPRENTICES

Wages:
(per hour)
(1) year terms at the following % of Journeyworkers wage rate:

First year:
1st 6 months: 40%
2nd 6 months: 45%

Second year:
1st 6 months: 55%
2nd 6 months: 60%

Third year:
1st 6 months: 70%
2nd 6 months: 75%

Supplemental Benefits:
(per hour paid):
6 month terms:

1st six months: $ 8.37
2nd six months: $ 9.35
3rd six months: $ 11.35
4th six months: $ 12.33
5th six months: $ 14.33
6th six months: $ 15.33

9-262-Z1

---

Plumber

04/01/2016

JOB DESCRIPTION Plumber

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015

Plumber MAINTENANCE ONLY $ 29.96

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventative repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber Maintenance

$ 13.55

OVERTIME PAY
See (3, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 16) on HOLIDAY PAGE

4-200 Maintenance

---

Plumber

04/01/2016

JOB DESCRIPTION Plumber

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015 05/10/2016

Plumber

PUMP & TANK $ 43.74 $ 43.99

SUPPLEMENTAL BENEFITS
Nassau County DPW

---
Per Hour:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber</td>
<td>$22.98</td>
</tr>
<tr>
<td></td>
<td>$24.23</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, Q, *V*) on OVERTIME PAGE

(V) For Sundays & Holidays if Worked Only

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One(1) Year Terms at the following

Percentage of Journeymans wage:

<table>
<thead>
<tr>
<th>Term</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>30%</td>
</tr>
<tr>
<td>2nd</td>
<td>40%</td>
</tr>
<tr>
<td>3rd</td>
<td>50%</td>
</tr>
<tr>
<td>4th</td>
<td>60%</td>
</tr>
<tr>
<td>5th</td>
<td>70%</td>
</tr>
<tr>
<td>6th</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>$11.16</th>
<th>12.72</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd</td>
<td>$11.70</td>
<td>13.36</td>
</tr>
<tr>
<td>3rd</td>
<td>$12.52</td>
<td>13.77</td>
</tr>
<tr>
<td>4th</td>
<td>$12.90</td>
<td>14.15</td>
</tr>
<tr>
<td>5th</td>
<td>$16.13</td>
<td>17.38</td>
</tr>
</tbody>
</table>

4-200 Pump & Tank

**Plumber**

<table>
<thead>
<tr>
<th>WAGES</th>
<th>07/01/2015</th>
<th>11/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber</td>
<td>$49.48</td>
<td>$49.98</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber: $35.47 $36.97

**OVERTIME PAY**

See (A, E, Q, *V*) on OVERTIME PAGE

CODE "V" is only for SUNDAYS and HOLIDAYS WORKED

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One(1) Year Terms at the following percentage of Plumbers Rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>30%</td>
</tr>
<tr>
<td>2nd</td>
<td>40%</td>
</tr>
<tr>
<td>3rd</td>
<td>50%</td>
</tr>
<tr>
<td>4th</td>
<td>60%</td>
</tr>
<tr>
<td>5th</td>
<td>70%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2015</th>
<th>11/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$22.45</td>
<td>$23.35</td>
</tr>
<tr>
<td>2nd</td>
<td>24.28</td>
<td>24.76</td>
</tr>
<tr>
<td>3rd</td>
<td>25.63</td>
<td>26.13</td>
</tr>
<tr>
<td>4th</td>
<td>27.12</td>
<td>27.62</td>
</tr>
<tr>
<td>5th</td>
<td>28.70</td>
<td>29.20</td>
</tr>
</tbody>
</table>

4-200 Pump & Tank

**Roofer**
JOB DESCRIPTION: Roofer

ENTIRE COUNTIES: Nassau, Suffolk

WAGES
Per Hour: 07/01/2015 10/01/2015
ROOFER/Waterproofer
Total Wage to be Paid
$ 43.00 $ 43.75
"Base" Wage
39.00** 39.75**

SUPPLEMENTAL BENEFITS
Per Hour:
ROOFER/Waterproofer $ 27.11 $ 27.66

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
NOTE: ** Overtime Pay to be calculated on "BASE" Wage then add $4.00.
(Example: $39.00 x time and one half = $58.50 + $4.00 = $62.50)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 16, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) Year terms at the following Percentage of Roofers/Waterproofer's Wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>50%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2015</th>
<th>10/01/2015</th>
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<tbody>
<tr>
<td>1st Term</td>
<td>$ 7.39</td>
<td>$ 7.68</td>
</tr>
<tr>
<td>2nd Term</td>
<td>9.23</td>
<td>9.80</td>
</tr>
<tr>
<td>3rd Term</td>
<td>18.70</td>
<td>19.50</td>
</tr>
<tr>
<td>4th Term</td>
<td>21.37</td>
<td>22.29</td>
</tr>
</tbody>
</table>

---

JOB DESCRIPTION: Sheetmetal Worker

ENTIRE COUNTIES: Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015 09/01/2015
Sheetmetal Worker $ 50.91 $ 51.85
Temporary Operation or Maintenance of Fans 41.52 42.46

SUPPLEMENTAL BENEFITS
Per Hour:
Sheetmetal Worker $ 42.60 $ 43.54
Maintenance Worker 42.60 43.54

OVERTIME PAY
See (A, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B, E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
REGISTERED APPRENTICES
Per Hour: Wages

Six[6] Month Terms As Follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
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<tbody>
<tr>
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<td>22.91</td>
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<td>40.73</td>
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<tr>
<td>3rd Term</td>
<td>22.91</td>
<td>28.00</td>
<td>30.55</td>
<td>35.64</td>
<td>38.18</td>
<td>40.73</td>
<td>$18.19</td>
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<tr>
<td>4th Term</td>
<td>22.91</td>
<td>28.00</td>
<td>30.55</td>
<td>35.64</td>
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Per Hour: Supplemental Benefits

<table>
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<th>3rd</th>
<th>4th</th>
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<tbody>
<tr>
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<td>16.76</td>
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<td>31.27</td>
<td>33.17</td>
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<td>31.27</td>
<td>33.17</td>
<td>35.07</td>
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<tr>
<td>3rd Term</td>
<td>21.80</td>
<td>26.68</td>
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</tbody>
</table>

Sheetmetal Worker

04/01/2016

JOB DESCRIPTION: Sheetmetal Worker

ENTIRE COUNTIES:
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2015
Sign Erector: $45.00

NOTE: Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015
Sign Erector: $40.25

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour: 6 month Terms at the following percentage of Sign Erectors wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
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<td>45%</td>
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<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
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<td>35%</td>
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<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
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SUPPLEMENTAL BENEFITS
Per Hour:

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<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
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<th>4th</th>
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Nassau County DPW
JOB DESCRIPTION Steamfitter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015
Steam/Sprinkler $61.06
Piper
Temporary $46.42
Heat & AC

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:
Steam/Sprinkler $47.27
Piper
Temporary $38.78
Heat & AC

OVERTIME PAY
See (C, "D, O, V") on OVERTIME PAGE

"D" On all HVAC and Mechanical contracts that do not exceed $15,000,000, and on all fire protection/sprinkler contracts that do not exceed $1,500,000.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (6, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term 2nd Term 3rd Term 4th Term 5th Term
$24.46 $30.56 $39.71 $48.86 $51.91

SUPPLEMENTAL BENEFIT

Per Hour:

1st Term 2nd Term 3rd Term 4th Term 5th Term
$19.30 $23.92 $30.81 $37.72 $40.02

4-638A-StrmSpFr
OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid:
See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

Teamster - Asphalt Delivery

JOB DESCRIPTION Teamster - Asphalt Delivery

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER
07/01/2015
Asphalt Delivery
$ 35.535

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER
07/01/2015
Asphalt Delivery
$ 29.94

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER
07/01/2015
Asphalt Delivery
$ 41.76

Light Construction Work
TRUCK DRIVER
07/01/2015
Asphalt Delivery
$ 11.55

OVERTIME PAY
See (B, "32, E, **, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B.E,P,3U) Apply to Heavy Construction.
Note: (B2,LT"U) Apply to Light Construction.
Note: ("U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid:
See (1) on HOLIDAY PAGE
Overtime:
See (5, 6, "16, "25) on HOLIDAY PAGE

Teamster - Building

JOB DESCRIPTION Teamster - Building

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

07/01/2015

Contract No. B90625-03B
Asbestos & Lead Abatement-Requirements
Teamster - Delivery of Concrete

JOB DESCRIPTION Teamster - Delivery of Concrete

ENTIRE COUNTIES Nassau, Suffolk

WAGES

Heavy Construction Work:
Shall include the supply of Ready-Mix Concrete for construction, improvement, and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Concrete Delivery

07/01/2015

$ 37.895

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, Including Driveways, Streets and Curbs within those projects, Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Concrete Delivery

07/01/2015

$ 34.945

Teamster - Heavy&Highway

JOB DESCRIPTION Teamster - Heavy&Highway

ENTIRE COUNTIES Nassau, Suffolk

WAGES

Nassau County DPW

04/01/2016

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2015

$ 29.99

$ 29.88

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-262

Teamster - Heavy&Highway

04/01/2016

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

Concrete Delivery

07/01/2015

$ 38.275

Light Construction Work

Concrete Delivery

07/01/2015

$ 11.525

OVERTIME PAY

NOTE: Heavy Construction:B,2J

Light Construction:B,E,P

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.
07/01/2015
Site Excavating
(Chauffeurs) $35.535

Light Construction Work:
Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects, Parking Lots and Office Buildings.
07/01/2015
Site Excavating
(Chauffeurs) $28.94

SUPPLEMENTAL BENEFITS
Per Hour:
07/01/2015
Heavy Construction Work
Chauffeurs $41.7625
Light Construction Work
Chauffeurs $11.55

OVERTIME PAY
See (B, *B2, E, **I, *, R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,L1,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid:
See (1) on HOLIDAY PAGE
Overtime:
See (5, 6, "18", "25") on HOLIDAY PAGE

JOB DESCRIPTION Welder
ENTIRE COUNTIES

WAGES
Per hour: 07/01/2015
Welder: To be paid the same rate of the mechanic performing the work.

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY
HOLIDAY
1-As Per Trade

Nassau County DPW
2017030327
Asbestos & Lead Abatement-Requirements
Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are “Per hour worked” (for each hour worked) unless otherwise noted.

(AA) Time and one half of the hourly rate after 7 and one half hours per day

(A) Time and one half of the hourly rate after 7 hours per day

(B) Time and one half of the hourly rate after 8 hours per day

(B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday, Double the hourly rate for all additional hours

(B2) Time and one half of the hourly rate after 40 hours per week

(C) Double the hourly rate after 7 hours per day

(C1) Double the hourly rate after 7 and one half hours per day

(D) Double the hourly rate after 8 hours per day

(D1) Double the hourly rate after 9 hours per day

(E) Time and one half of the hourly rate on Saturday

(E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours

(E2) Saturday may be used as a make-up day at straight time when a day is lost during the week due to inclement weather

(E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week

(E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

(E5) Double time after 8 hours on Saturdays

(F) Time and one half of the hourly rate on Saturday and Sunday

(G) Time and one half of the hourly rate on Saturday and Holidays

(H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays

(I) Time and one half of the hourly rate on Sunday

(J) Time and one half of the hourly rate on Sunday and Holidays

(K) Time and one half of the hourly rate on Holidays

(L) Double the hourly rate on Saturday

(M) Double the hourly rate on Saturday and Sunday

(N) Double the hourly rate on Saturday and Holidays

(O) Double the hourly rate on Saturday, Sunday, and Holidays

(P) Double the hourly rate on Sunday

(Q) Double the hourly rate on Sunday and Holidays

(R) Double the hourly rate on Holidays

(S) Two and one half times the hourly rate for Holidays, if worked
(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.
Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1) None
(2) Labor Day
(3) Memorial Day and Labor Day
(4) Memorial Day and July 4th
(5) Memorial Day, July 4th, and Labor Day
(6) New Year's, Thanksgiving, and Christmas
(7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8) Good Friday
(9) Lincoln's Birthday
(10) Washington's Birthday
(11) Columbus Day
(12) Election Day
(13) Presidential Election Day
(14) 1/2 Day on Presidential Election Day
(15) Veterans Day
(16) Day after Thanksgiving
(17) July 4th
(18) 1/2 Day before Christmas
(19) 1/2 Day before New Year's
(20) Thanksgiving
(21) New Year's Day
(22) Christmas
(23) Day before Christmas
(24) Day before New Year's
(25) Presidents' Day
(26) Martin Luther King, Jr. Day
(27) Memorial Day
New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION
As Required by Articles 8 and 9 of the NYS Labor Law
Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

[This Form Must Be Typed]

Submitted By: □ Contracting Agency □ Architect or Engineering Firm □ Public Work District Office Date: 

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address □ (Check if new or change)

2. NY State Units (see Item 8)
   □ 01 DOT
   □ 02 OGS
   □ 03 Dormitory Authority
   □ 04 State University Construction Fund
   □ 05 Mental Hygiene Facilities Corp.
   □ 06 OTHER N.Y. STATE UNIT
   □ 07 City
   □ 08 Local School District
   □ 09 Special Local District, i.e., Fire, Sewer, Water District
   □ 10 Village
   □ 11 Town
   □ 12 County
   □ 13 Other Non-N.Y. State
       (Describe)

3. SEND REPLY TO □ (check if new or change)
   Name and complete address:

4. SERVICE REQUIRED. Check appropriate box and provide project information.
   □ New Schedule of Wages and Supplements.
   APPROXIMATE BID DATE: 
   □ Additional Occupation and/or Redetermination

B. PROJECT PARTICULARS

5. Project Title
   Description of Work
   Contract Identification Number
   Note: For NYS units, the OSC Contract No.

6. Location of Project:
   Location on Site
   Route No./Street Address
   Village or City
   Town
   County

7. Nature of Project - Check One:
   □ 1. New Building
   □ 2. Addition to Existing Structure
   □ 3. Heavy and Highway Construction (New and Repair)
   □ 4. New Sewer or Waterline
   □ 5. Other New Construction (Explain)
   □ 6. Other Reconstruction, Maintenance, Repair or Alteration
   □ 7. Demolition
   □ 8. Building Service Contract

8. OCCUPATION FOR PROJECT:
   □ Guards, Watchmen
   □ Janitors, Porters, Cleaners, Elevator Operators
   □ Tunnel
   □ Residential
   □ Landscape Maintenance
   □ Elevator maintenance
   □ Exterminators, Fumigators
   □ Fire Safety Director, NYC Only
   □ Moving furniture and equipment
   □ Trash and refuse removal
   □ Window cleaners
   □ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES □ NO □

Name and Title of Requester

Signature

Nassau County DPW
PH-30 (04.11) 211-L-158 Contract No. B90625-03B
SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

Asbestos & Lead Abatement Requirements
NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do
<table>
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<th>AGENCY</th>
<th>DOL</th>
<th>PEN</th>
<th>EMPLOYEE NAME</th>
<th>EMPLOYER NAME</th>
<th>DBA NAME</th>
<th>ADDRESS</th>
<th>DEBARMENT START DATE</th>
<th>DEBARMENT END DATE</th>
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<td>****096</td>
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<td>A-1 CONSTRUCTION &amp; RENOVATION INC</td>
<td>A-1 CONSTRUCTION &amp; RENOVATION INC</td>
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<td>01/08/2020</td>
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<td>NYC</td>
<td>****485</td>
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<td>ABEY Painting Corp</td>
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<td>07/02/2017</td>
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<td>ABCD TILE CO</td>
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<td>9775 EAST MOLLOY ROAD EAST SYRACUSE NY 13207</td>
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<td>DOL</td>
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353 WEST 56TH STREET #7M, NEW YORK, NY 10119
353 WEST 56TH STREET #7M, NEW YORK, NY 10119
393 WEST STREET, BROOKLYN, NY 11209
5455 LAND O LAKES BLVD, LAND O LAKES, FL 34638
840 ASHFORD AVENUE, ARDSLEY, NY 10502
96 ABERNOLD STREET, ROCHESTER, NY 14621
1238 PRESIDENT STREET, BROOKLYN, NY 11232
P O BOX 21-1022, BROOKLYN, NY 11221
270 SOUTH MANHATTAN BLVD, NEW YORK, NY 10458
C/O IMPERIAL MASONRY REST, 141 ARGONNE DRIVE, VAUGHN, NY 11587
C/O AQUA JET PAINTING, 10 VIKING DRIVE, WEST ISLIP, NY 11795
147 BREECE AVENUE, ATLANTIC BEACH, NY 11509
23-73 46TH STREET, LONG ISLAND CITY, NY 11101
95-26 76TH STREET, GROVE PARK, NY 11416
C/O RAMADA CONSTRUCTION, 80 SAVO LOOP, STATEN ISLAND, NY 10309
1810 O BIRMINGHAM ROAD, PHOENIX, AZ 85135
5 EMBRY LANE, MONSEY, NY 10952
90 JUNIUS STREET, BROOKLYN, NY 11212
101 SULLY TRAIL/SUITE 20, PITTSFORD, NY 14534
101 SULLY TRAIL/SUITE 2, PITTSFORD, NY 14534
101 SULLY TRAIL/SUITE 2, PITTSFORD, NY 14534
101 SULLY TRAIL/SUITE 2, PITTSFORD, NY 14534
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Nassau County DPW
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Conrad No. BS0925-038
Asbestos & Lead Abatement-Requirements
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<td>Larry Dominguez</td>
<td>114 Pearl St, Cortlandt, NY 10573</td>
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<td>Laura A. Gauthier</td>
<td>CO Imperial Masonry Rest, 144 Argonne Dr, Elmsford, NY 10523</td>
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<td>Laura Martone</td>
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<td>Lavane Slade</td>
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<td>Lindsey R. Crull</td>
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<td>Manuel P. Tobio</td>
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<td>Mar Contracting Corp</td>
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<td>Maria Esteves AKA Maria Marfies</td>
<td>CO Three Friends Constr 999 Madison Ave, Paterson, NJ 07501</td>
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<td>Maria Marfies AKA Maria Esteves</td>
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### NYSBOL Bureau of Public Work Debarment List 02/20/2016

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Nassau County DPW

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Contract No. 800826-03B

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Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13, 2006
Voting: ayes: 17, nays: 0, abstained: 0

Became a Law on December 13, 2006 with the approval of the County Executive.

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.
“County” means County of Nassau.

“County work” means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

“EPA” means the United States Environmental Protection Agency.

“Gross vehicle weight rating” means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a single vehicle of that model.

“Motor vehicle” means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff’s department.

“Non-road diesel vehicle” means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

“On-road diesel vehicle” means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

“Person” means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

“Reasonable cost means that such technology does not cost greater than thirty percent more than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.
"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;
Fifty percent of all such motor vehicles by January 1, 2011;
One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a
particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§ 5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four - strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to less than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three - strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.
§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a. Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight.

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra low sulfur diesel fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.
§ 9. Report to county executive and legislature.

a. Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owned or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology, including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision b of this section and the results and analysis regarding the testing of such technology; and (vii) all waivers, findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law.
b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph e of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered non-road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard or threat to the safety of the operator, other workers or members of the public.

§11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence,
paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED

[Signature]

County Executive
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 by such title 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 MWBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified MWBEs 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 MWBE 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 MWBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (5) 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 MWBE compliant or considered breach of the County Contract.

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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 thereof. 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 Best Efforts 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.
PREVENTION OF DELAY

The contractor and his subcontractors shall not employ any labor or means whose employment or utilization during the course of this contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the contractor or his subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

PAYMENTS

Article 32. Prices

For the Contractor's complete performance of the work, the County will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Commissioner under Article 21 hereof, less credit for any work omitted pursuant to Article 23 hereof.

Article 33. Submission of Bid Breakdown

Within 15 days after his execution of this Contract, or when directed by the Commissioner a breakdown of his bid price, or of lump sums bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 9 hereof, and the value of each of such operations, the total of such items to equal the lump sum price bid. The Contractor shall also submit such other information relating to the bid price as may be required, and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the County or the Commissioner, for any purpose whatsoever.

Article 34. Partial Payments

1. On or about the first of each month, the Contractor shall make an estimate of the amount and the fair value of the work done and may apply for partial payment therefore. The Contractor shall revise the estimate as the Architects may direct. Whenever the monthly estimate of the Contractor, as approved by the Architects, shows that the value of the work completed during the previous month exceeds One Thousand Dollars ($1,000.00) in amount, the Commissioner will issue a certificate for such work. Such certificate will authorize the payment of ninety-five percent (95%) of the value of the work completed. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.

2. The County reserves the right to reduce the percentage withheld from partial payments under the following conditions and in the following
manner: After fifty (50%) percent of the contract work has been completed and if the contractor has demonstrated to the satisfaction of the Commissioner his ability to accomplish the work within the time limitations of his progress schedule, then, upon the approval of the Commissioner, certificates for partial payments will authorize the payment of one hundred (100%) percent of the value of that work included in such certificates as completed since the period of time covered by the last previous partial payment. However, should the Contractor thereafter fail to maintain the progress of the work within the said time limitations of the progress schedule, then the retained percentage of five percent (5%) may be reinstated by the Commissioner, in which event partial payments will be authorized only in such amounts as will permit the County to retain five (5%) percent of the value of all work completed to the date of any partial payment.

3. Before the above retainage reduction shall become operative, the Contractor shall deliver to the County a statement certifying that all claims or liabilities arising from the 50% completed work, including all charges for extra work, change orders, additional time or credits have been presented to the County, and further, releasing the County from any and all other additional costs except as set forth in said claims as of the date of said statement. All such claims, charges or credits shall be described in sufficient detail so as to be easily identified.

4. No partial payment will be made for any materials before they are incorporated in the work, except the payment may be made for materials delivered to the site or off-site and suitably stored and secured when such materials are in short and/or critical supply or have been specially fabricated for the project, all as determined by the Commissioner in writing.

5. Before any payments will be made under this Contract, the Contractor and the subcontractors performing any part of the work called for by this Contract must file, in the office of the Department of Public Works of the County of Nassau, verified statements provided for in Section 220a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of labor performed upon the work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively. The Contractor shall set forth in his statements the names of his Subcontractors. If the contractor or subcontractor has no subcontractor, he shall so state in his statement if there is nothing due and accrued too any laborer for daily or weekly wages on account of labor performed upon the work under this Contract and all subcontractors before any payments are made under this Contract.

Article 35. Final Payment

1. Within thirty (30) days after receiving notice from the Contractor of completion of the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this Agreement, the commissioner will cause a final inspection to be made for approval of all the work done under this Contract. If, upon such inspection, the Commissioner determines that not further work is to be
done, he will issue a Certificate of Completion to the Contractor for the work done under this Contract.

2. As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under Article 34 hereof, and shall also submit proof of title to the materials and equipment covered by the Contract. The contractor shall also, prior to the issuance of final payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

3. The County will, not later than sixty (60) days after the final acceptance of the work done under this Contract, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract. All prior partial payments, being merely estimates made to enable the Contractor to prosecute the work more advantageously, shall be subject to the correction in the final estimate and payment.

Article 36. Acceptance of Final Payment

The acceptance by the Contractor or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the County and every officer and agent thereof, from any and all claims and all liability to the Contractor for anything done or furnished in connection with this work or project and for any act or neglect of the County or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Construction Bond.

CONTRACTOR'S DEFAULT

Article 37. County's Right and Notice

IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin work when notified to do so by the Commissioner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the work to be done under this Contract shall be abandoned or,
5. if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing or,
6. if this Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Commissioner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the work or any part thereof is unnecessarily or unreasonably delayed, or,
9. that the Contractor is not or has not been executing the Contract in good faith or,
10. that the Contractor is violating any of the provisions of this Contract; the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedy of the County, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

Article 38. Contractor's Duty

Upon receipt of the notice provided in Article 37, above, the Contractor shall immediately discontinue all further operations on the work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article 39. Completion of the Work

1. The Commissioner, after declaring the Contractor in default as provided in Article 37 above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.

2. The expense of such completion, including the cost of reletting, shall be deducted and paid by the County out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the County of Nassau.

MISCELLANEOUS PROVISIONS

Article 40. Contractor's Warranties

In consideration of, and to induce the award of this Contract to him, the Contractor represents and warrants:

1. That he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.
2. That he is financially solvent and sufficiently experienced and competent to perform the work.
3. That the work can be performed as called for by the Contract that the Plans and Drawings and the Specifications are in all respects suitable and adequate for the work.
4. That the facts stated in his proposal and information given by him are true and correct in all respects.
5. That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.
Article 41. Claims for Damages

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Articles 21 and 22 hereof, by reason of any act or omission of the County, its agents or of any persons, he shall within five days after sustaining such damage, make and deliver to the Commissioner a written statement of the nature of the damage sustained and of the basis of the claim against the County. On or before the fifteenth of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Commissioner an itemized statement of the details and amount of such damage duly verified by the Contractor. Unless such statement shall be made and delivered within the times aforesaid, it is stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

Article 42. Patented Devices, Material and Processes

It is mutually understood and agreed that contract prices shall include all royalties and cost arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, article, device, material, equipment, appliance or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, article, tool, material, equipment, appliance or process, to be performed under the Contract, and shall indemnify the said County for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

Article 43. Hold Harmless

1. The Contractor shall defend, indemnify, protect and save harmless, the County of Nassau, its officers, agents and employees, from and against any and all losses, damages, detriment, suits, claims, costs and expenses for injuries (including death) to persons or damage to property arising out of or in connection with the performance of the work hereunder and caused by or resulting from the carelessness or negligence of the Contractor or his sub-contractors.

2. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or in-adequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

3. The Contractor shall take out and maintain during the life of this contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring...
the Contractor at all times during the life of this contract against loss by reason of his contractual liability under this ARTICLE with limits of $ * for injuries to persons (including death) and $ * for damage to property. A certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this contract and such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least two weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau."

(* - For amounts see Article 48)

Article 44. No claims Against Individuals

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the County for, on account of, or by reason of anything done or omitted to be done in connection with this Contract.

Article 45. Unlawful Provisions Deemed Stricken Out

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

Article 46. Legal Provisions Deemed Included

Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

Article 47. Comptroller's Certificate

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County the Nassau or his duly designated representative.
Article 48. Schedule of Requirements

1. Insurance - Limits of liability:
   a. Contractor's Public Liability Insurance and Owner's Protective
      Public Liability Insurance shall be equal to the following
      minimum limits of liability:
      1) Minimum Limits of Liability, for each occurrence.
         a) Personal Injury - $ 2,500,000
         b) Property Damage - $ 1,000,000
         c) Or a Combined Single Limit of $ 3,500,000 or greater.

2. Time of completion: 730 calendar days,

Article 49. Conflicting Information

In the case of conflicting information within the plans and
specifications as to the type of materials of workmanship to be
provided, the Contractor agrees that he will accept the decision of the
Commissioner of Public Works as to which was intended or which is in the
best interest of the County.

Article 50. All Legal Provisions Deemed Included; Separability;
Supremacy; Compliance with Law

1. Every provision of Law required to be inserted into or
   referenced by this Agreement is intended to be part of this Agreement.
   If any such provision is not inserted or is not inserted in correct
   form then: (a) such provision shall be deemed inserted into this
   Agreement for purposes of interpretation, and (b) 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.

2. 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.

3. Unless the application of this subsection will cause a
   provision by Law to be excluded from this Agreement, in the event of
   any conflict between the terms 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
   terms of this Agreement should be read together as not conflicting.
4. The Firm shall comply with any and all applicable federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word “Law” means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, "Apprenticeship Training Programs for County Contracts," including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further, the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of $100,000 will similarly utilize approved apprenticeship programs."

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

a. The Firm shall, and shall cause Consultant 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 Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU
By
County Executive
party of the First Part

ATTEST: 
Clerk, Nassau County Legislature

Approved: 
Office of the Commissioner

192 Branch Interior Services
Contractor B90625-03B

Corporate
Seal

By
Party of the Second Part

APPROVED AS PER CHARTER

Deputy County Attorney

Approved:
Bureau of Real Estate & Insurance

Agreement Bldg.
Nassau County DPW
On this ___ day of ____, 201__, before me personally appeared EDWARD P. MANGANO, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

On this 11th day of January, 201__, before me personally appeared Charles A. Harder, Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Notary Public

FRANCIS X. BECKER
Notary Public, State of New York
No. 01BE5073163
Qualified in Nassau County
Commission Expires February 18, 1999-2019
(Acknowledgment by Contractor if a Corporation)

STATE OF NEW YORK

COUNTY OF NASSAU

On this 26th day of September, 2016, before me personally came Arthur Chu, to me known, who

That he/she resides at 36 Oak Avenue, East Islip, NY 11730; That

he/she is the President of A2 Branch Interior Services Inc., the Corporation described herein; That he/she executed the foregoing instrument for said corporation; That he/she knows the seal of said Corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

DIANE M. PYNE
NOTARY PUBLIC-STATE OF NEW YORK
No. D1PY6180441
Qualified in Nassau County
My Commission Expires January 14, 2020

Notary Public

(Acknowledgment by Contractor if a Company)

STATE OF NEW YORK

COUNTY OF NASSAU

On this day of , 201, before me personally came known to be a partner of the firm of the firm described in the foregoing instrument and he/she duly acknowledge that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF NEW YORK

COUNTY OF NASSAU

On this day of , 201, before me personally came to me known and known to me to be the person described herein, and who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public

Agreement Bldg.
Nassau County DPW

Page 37
Contract No. B90625-038
Asbestos & Lead Abatement-Requirements
CONTRACT ADVISEMENT FORM, numis #550
CONTRACT ADVISEMENT

CHPW16000030

DATE OF ADVISEMENT: 11/2/2016
FUND: CAP

TRANSACTION CODE: ENTER MODIFY CANCEL
ENCUMBRANCE NUMBER: CHPW16000030
DEPT: PW
CONTRACT AGREEMENT NUMBER: B90625-03B

VENDOR INFO.
ID: 112352067
Name: 192 Branch Interior Services, Inc.
Address: 119 Gary Way
Ronkonkoma, NY 11799

LINE NO. | PROJECT NUMBER (CAPITAL) | PROJECT DETAIL | INDEX CODE | SUB-OBJECT CODE | LINE AMOUNT
--- | --- | --- | --- | --- | ---
1 | 90625 | 000 | PWCMPCAP | 00004 | $ 0.01

DOCUMENT DESCRIPTION: Asbestos & Lead Abatement
Various Locations
Nassau County, New York
Contract No. B90625-03B

COMMENTS:

DEPARTMENT - PREPARED BY:
Loreto Dionisi
NAME: 11/2/2016
DATE: 516.571.9634
PHONE:

DEPARTMENT - APPROVED BY:
K. Arric
TITLE: 11/2/16
DATE:

COMPTROLLER'S OFFICE CERTIFICATION:

NAME: D. Cipollone
TITLE: 11/2/16
DATE:

CERTIFICATE OF ACCEPTANCE INTO NUMIS:

NAME: 
TITLE: 
DATE: 

CHECK IF THIS DOCUMENT IS CONTINUED:

WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY
CONTRACT INSURANCE

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE
BUILDER'S RISK INSURANCE
OWNER'S PROTECTIVE INSURANCE
### CERTIFICATE OF LIABILITY INSURANCE

**DATE:** 10/20/2016

**PRODUCER:**
- NAME: Taras Terlecky
- PHONE: (973) 890-0500
- FAX: (973) 812-5940
- E-MAIL: tterlecky@chagency.com

**INSURED:**
- A. Commercial General Liability
  - CLAIMS-MADE
  - OCCUR
- Pollution/Subsistence
- Contractual Liability
- MEDICAL IME
- OCCUR
- PROPERTY DAMAGE
- OCCUR
- INTERMEDIATE LIABILITY
- OCCUR
- WORKER'S COMPENSATION
- Employer's Liability
- Any Proprietor/Partner/Executive Officer/Member/Employee (Mandatory in NJ)
- Individual and General Descriptions of Operations Below
- Excess Liability

**COVERAGES:**
- GENERAL LIABILITY
- AUTOMOBILE LIABILITY
- WORKER'S COMPENSATION
- EMPLOYER'S LIABILITY
- ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EMPLOYEE
- Descriptions of Operations Below

**CERTIFICATE NUMBER:** 15-16 GL, A, U, WC & Excess Liability

**REVISION NUMBER:**

**INSURER:**
- Starr Indemnity & Liability Co. 98310
- Sentinel Insurance Company, LTD 11000
- James River Insurance Co. 12203
- Federal Insurance Co. 20281
- Liberty Insurance Underwriters 15917

**CERTIFICATE HOLDER:**
- NAME: NCDPW
- ADDRESS: 1194 Prospect Avenue Westbury, NY 11590

**CANCELLATION:**
- 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:**
- Robert Culman/LORI

**SIGNATURE:**

**ACORD 25 (2010/05) INS0250019061**

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PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

192 BRANCH INTERIOR SERVICES, INC.

that

119 GARY WAY, RONKONKOMA, NEW YORK 11778

(hereinafter called the "Contractor") and

U.S. SPECIALTY INSURANCE COMPANY

a corporation created

and existing under the laws of the State of MARYLAND, and

licensed to do business in the State of New York, having its principal

office in the city of TIMONIUM (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a

municipal corporation of the State of New York (hereinafter called the

"Owner"), in the full and just sum of

NINE HUNDRED THOUSAND AND 00/100 Dollars ( $900,000.00 )

good and lawful money of the United States of America, to the payment of

which said sum of money, will and truly to be made and done, the said

Contractor binds themselves (himself, itself), their (his, its) heirs,

executors and administrators, successors and assigns, and the said

Surety binds itself, its successors and assigns jointly and severally, firmly

by these presents.

Signed, sealed and dated this 17TH day of OCTOBER, 2016

WHEREAS, said Contractor has entered into a certain written contract,

bearing even date with these premises with the COUNTY OF NASSAU, for

the

CONTRACT NO. 880625-038 REQUIREMENTS CONTRACT FOR ASBESTOS AND LEAD ABATEMENT AT

VARIOUS LOCATIONS

which contract is hereby made a part of this bond as if herein set forth

in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH,

that if the said Contractor shall well, truly and faithfully comply with

and perform all the terms, covenants and conditions of said contract on

their (his, its) part to be kept and performed, according to the true

intent and meaning of said contract, and shall protect the said Owner

against, and pay any and all amounts, damages, cost and judgments which

may or shall be recovered against said Owner or its officers or agents

or which the said Owner may be called upon to pay to any person or

corporation by reason of any damages arising or growing out of the doing

of said work, or the manner of doing the same, or the neglect of the

said Contractor or his (their, its) agents or servants, or the improper

performance of the said work by the said Contractor, or his (their, its)

agents or servants, or the infringement of any or patent rights by

reason of the use of any materials furnished or work done as aforesaid

or otherwise, and
also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work: When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assigns, subcontractors and other transferees of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their,
its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer(s) or representative(s), and its corporate seal to be hereunto affixed, the day and year first above written.

192 BRANCH INTERIOR SERVICES, INC.

Contractor

by ___________________________ (L.S.)

(Corporate seal of Contractor if a corporation)

by ___________________________ (L.S.)

Title

by ___________________________ (L.S.)

Title

U.S. SPECIALTY INSURANCE COMPANY

by ___________________________ (L.S.)

Surety

by ___________________________ (L.S.)

GARY A CARDINALE, ATTORNEY IN FACT

Attest: ___________________________ (L.S.)

JOSEPH V CARDINALE, WITNESS

(Corporate seal of Surety)
(Acknowledgment by Contractor if a corporation)

STATE OF ___New York___

ss.: ___Suffolk___

COUNTY OF ___

On this 24th day of ___October___, 2010, before me personally came ___Arthur Cox___ to be me known, who, being by me duly sworn, did depose and say for himself, that he resides in ___ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in ___ Suffolk County ___ the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public State of New York
No. ___E08502764___
Qualified in Suffolk County
Commission Expires Oct. 23 2014

(Acknowledgment by Contractor if a partnership)

STATE OF ___

ss.: ___

COUNTY OF ___

On this ___ day of ___, 20___, before me personally came ___ to be me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF ___

ss.: ___

COUNTY OF ___

On this ___ day of ___, 20___, before me personally came ___ to be me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public
(Acknowledgment by Surety Company)

STATE OF NEW YORK

ss.: COUNTY OF ERIE

On this 17TH day of OCTOBER, 2016, before personally came GARY A CARDINALE, known, who being by me duly sworn, did depose and say that he resides in BUFFALO, NY.

that he is the ATTORNEY-IN-FACT of the U.S. SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said DANIELLE D. BARCLAY further said that she is acquainted with GARY A CARDINALE and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said GARY A CARDINALE subscribed to the within instrument is in the genuine handwriting of the said GARY A CARDINALE and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said GARY A CARDINALE.

DANIELLE D. BARCLAY
Notary Public
State of New York
My Appointment Expires July 24th, 2019

Notary Public
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the “Companies”), do by these presents make, constitute and appoint:

Gary Cardinale

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed $1,000,000.

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

1. Attorney-in-Fact may be given full power and authority to act in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

2. Be it Resolved, that the signature of any authorized officer and seal of the Company hereunto or hereafter affixed to any power of attorney or any certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereeto affixed, this 1st day of December, 2014.

By:

Daniel P. Aguilar, Vice President

Corporate Seals

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, but not the correctness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice-President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who swore to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his said official capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)

Maria G. Rodriguez-Wong
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Klo Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of November, 2016.

Klo Lo, Assistant Secretary

Corporate Seals

Bond No. __________
Agency No. 12293
U.S. SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS (1)
December 31, 2015

Admitted Assets

Investments:
- Fixed Maturities, at amortized cost: 1,440,731,282
- Common stocks: 31,552,329
- Cash and short term investments: 128,334,999

Receivable for securities: 41,153,657

Total cash and invested assets: 1,641,871,067

Liabilities and Capital and Surplus

Liabilities:
- Unpaid loss and loss adjustment expense: 855,458,719
- Commission payable: 11,821,554
- Accrued expenses: 3,553,406
- Taxes, licenses, and fees: 2,695,059
- Unearned premiums: 254,556,603
- Advance premium: 12,036,815
- Dividends to policyholders: 166,116
- Ceded reinsurance balance payable: 4,717,725
- Funds held under reinsurance treaties: 18,163,774
- Amounts withheld or retained for others: 2,008
- Provision for reinsurance: 1,101,075
- Payable to parent, subsidiaries and affiliates: 19,584,214
- Payable for securities: 5,949,162

Total liabilities: 1,267,072,774

Capital and Surplus:
- Capital and Surplus: 525,724,200

Total liabilities and capital and surplus: 1,792,796,974

(1) - In accordance with the statutory financial statements as filed on March 1, 2016.

I, Stephen P. MacDonough, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2015, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

[Signature]

Stephen P. MacDonough
Chief Financial Officer
CERTIFICATE OF SOLVENCY
CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

U.S. Specialty Insurance Company
Of Houston, Texas

a corporation organized under the laws of the State of Texas and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $807,879,322 (Capital $4,200,000) as is shown by its sworn financial statement for the First Quarter as of March 31, 2015, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 29th day of June, 2015

Anthony J. Albanese
Acting Superintendent

By

Jacqueline Catafago
Special Deputy Superintendent

www.dfs.ny.gov
LABOR AND MATERIAL PAYMENT BOND

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that 192 BRANCH INTERIOR SERVICES, INC (Here insert the name and address, or legal title, of the Contractor)

119 GARY WAY, RONKONKOMA, NEW YORK 11779

hereinafter called Principal, and U.S. SPECIALTY INSURANCE COMPANY,

a corporation of the State of MARYLAND, and licensed
to do business in the State of New York, with its home office in

TOMONIUM, as Surety, hereinafter called Surety,

are held and firmly bound unto the County of Nassau, as Obligee, here-
in-after called Owner, for the use and benefit of claim-ants as herein
below defined, in the amount of

NINE HUNDRED THOUSAND AND 00/100 Dollars ($ 900,000.00)

(Here insert a sum equal to the contract price), for the payment whereof
Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly
by these presents.

WHEREAS,

Principal has by written agreement dated OCTOBER 17TH 2016 entered into
a contract with Owner for,

CONTRACT NO. B90625-03B REQUIREMENTS CONTRACT FOR ASBESTOS AND LEAD ABATEMENT AT

VARIOUS LOCATIONS

which contract is by reference made a part hereof, and is hereafter
referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the
Principal shall promptly make payment to all claimants as hereinafter
defined, for all labor and material used or reasonably required for use
in the performance of the CONTRACT, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to
the following conditions:

1. A claimant is defined as one having a direct contract with the
Principal or with a sub-contractor of the Principal for labor,
material, or both, used or reasonably required for use in the
performance of the contract, labor and material being construed to
include that part of water, gas, power, light, heat, oil, gasoline,
telephone service or rental of equipment directly applicable to the
CONTRACT.

2. The above named Principal, and Surety hereby jointly and severally agree with the
Owner that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such
claimant's work or labor was done or performed, or materials were furnished by such

Page 2
claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
   a. Unless claimant shall have given written notice to the following:
      Principal, the Owner, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
   b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
   c. Other than in a court of competent jurisdiction in and for the County of Nassau.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 17TH day of OCTOBER 2016

Contractor
by __________________ (L.S.)

by __________________ (L.S.)

U.S. SPECIALTY INSURANCE COMPANY

by __________________ (L.S.)

Gary V. Cardinale, Attorney-in-Fact

Attest: __________________ (L.S.)

Joseph V. Cardinale, Witness

(Acknowledgment by Contractor if a corporation)
STATE OF New York

ss.: Suffolk

COUNTY OF Suffolk

On this 24th day of October, 2016, before me personally came [Name], who, being by me duly sworn, did depose and say for himself, that he resides in [Address], and that he is the President of the [Name of Corporation] and the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

(State of Contractor's Name of Partnership)

ss.: Suffolk

COUNTY OF Suffolk

On this [Date] day of [Month], 2016, before me personally came [Name], to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF [Other State]

ss.: [Other State]

COUNTY OF [Other State]

On this [Date] day of [Month], 2016, before me personally came [Name], to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public
(Acknowledgment by Surety Company)

STATE OF NEW YORK

ss:
COUNTY OF ERIE

On this 17TH day of OCTOBER, 2016, before me personally came GARY A CARDINALE, to me known, who being by me duly sworn, did depose and say that he resides in BUFFALO, NY.

that he is the ATTORNEY-IN-FACT of the U.S. SPECIALTY INSURANCE COMPANY
the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said DANIELLE D. BARCLAY further said that she is acquainted with GARY A CARDINALE of said company; that the signature of the said GARY A CARDINALE and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said GARY A CARDINALE.

DANIELLE D. BARCLAY
Notary Public
State of New York
My Appointment Expires July 24th, 2018

Notary Public
POWER OF ATTORNEY

FINANCIAL STATEMENT
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gary Cardinal

its true and lawful Attorney(s)-in-fact each in their several capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed $*****Unlimited***** Dollars ($ **unlimited**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons its Attorney(s)-in-Fact to represent and act for and in behalf of the Company limited to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as is made by the President and sealed and executed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company hereof or hereafter affixed to any power of attorney or any certificate relating thereto facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

By: Daniel P. Aguilar, Vice President

[Corporate Seals]

A notary public or other officer completing this certificate verifies the identity of the individual who signed the document to which this certificate is attached, and not the unsignedness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature ____________________________
(Seal)

[Commissioner's Seal]

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Companies at Los Angeles, California this 1st day of December, 2014.

[Signature]

[Corporate Seals]

Bond No. 12293
### Admitted Assets

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<tr>
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<th>Amount</th>
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</thead>
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<tr>
<td>Investments:</td>
<td></td>
</tr>
<tr>
<td>Fixed Maturities, at amortized cost</td>
<td>1,440,731,282</td>
</tr>
<tr>
<td>Common stocks</td>
<td>31,652,329</td>
</tr>
<tr>
<td>Cash and short term investments</td>
<td>128,334,699</td>
</tr>
<tr>
<td>Receivable for securities</td>
<td>41,152,657</td>
</tr>
<tr>
<td><strong>Total cash and invested assets</strong></td>
<td><strong>1,642,878,347</strong></td>
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<tr>
<td>Investment income due and accrued</td>
<td>15,143,512</td>
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<td>Premium receivables</td>
<td>99,747,300</td>
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<tr>
<td>Recoverable from reinsurers</td>
<td>14,695,279</td>
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<tr>
<td>Current federal and foreign income tax recoverable</td>
<td>8,806,865</td>
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<tr>
<td>Net deferred tax asset</td>
<td>30,649,056</td>
</tr>
<tr>
<td>Receivable from parent, subsidiaries and affiliates</td>
<td>18,458,595</td>
</tr>
<tr>
<td><strong>Total admitted assets</strong></td>
<td><strong>1,782,796,974</strong></td>
</tr>
</tbody>
</table>

### Liabilities and Capital and Surplus

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Liabilities:</td>
<td></td>
</tr>
<tr>
<td>Unpaid loss and loss adjustment expense</td>
<td>885,468,719</td>
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<tr>
<td>Commission payable</td>
<td>11,521,954</td>
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<tr>
<td>Accrued expenses</td>
<td>3,559,406</td>
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<tr>
<td>Taxes, licenses, and fees</td>
<td>2,695,090</td>
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<tr>
<td>Unearned premiums</td>
<td>254,525,005</td>
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<td>Advance premium</td>
<td>12,036,615</td>
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<td>Dividends to policyholders</td>
<td>105,518</td>
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<tr>
<td>Ceded reinsurance balance payable</td>
<td>45,717,735</td>
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<tr>
<td>Funds held under reinsurance treaties</td>
<td>19,163,774</td>
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<tr>
<td>Amounts withheld or retained for others</td>
<td>2,908</td>
</tr>
<tr>
<td>Provision for reinsurance</td>
<td>1,181,076</td>
</tr>
<tr>
<td>Payable to parent, subsidiaries and affiliates</td>
<td>19,684,214</td>
</tr>
<tr>
<td>Payable for securities</td>
<td>5,243,162</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>1,267,572,774</strong></td>
</tr>
<tr>
<td>Capital and Surplus;</td>
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<tr>
<td>Capital Stock</td>
<td>4,200,000</td>
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<tr>
<td>Additional paid-in and contributed capital</td>
<td>190,085,611</td>
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<tr>
<td>Unassigned surplus</td>
<td>331,438,389</td>
</tr>
<tr>
<td><strong>Total liabilities and capital and surplus</strong></td>
<td><strong>1,782,796,974</strong></td>
</tr>
</tbody>
</table>

(1) - In accordance with the statutory financial statements as filed on March 1, 2016.

I, Stephen P. MacDonough, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2015, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company’s home office located at 13405 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

[Signature]  
Stephen P. MacDonough  
Chief Financial Officer
CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

U.S. Specialty Insurance Company
Of Houston, Texas

a corporation organized under the laws of the State of Texas and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $807,879,322 (Capital $4,200,000) as is shown by its sworn financial statement for the First Quarter as of March 31, 2015, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 29th day of June, 2015

Anthony J. Albanese
Acting Superintendent

By

Jacqueline Catalfamo
Special Deputy Superintendent

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<td>GC-40</td>
<td>Not Used</td>
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<td>GC-41</td>
<td>Notification of Subcontractor</td>
<td>33</td>
</tr>
<tr>
<td>GC-42</td>
<td>Jurisdiction Disputes</td>
<td>33</td>
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</tbody>
</table>
NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS
GENERAL CONDITIONS

GC-1  APPLICATION OF GENERAL CONDITIONS

The Provisions of the General Conditions as hereinafter stipulated shall form a part of each Prime
Contract and/or separate trade specification except insofar as any such provision or provisions
maybe manifestly not applicable to any such trade specification.

It shall be the duty of the Contractors to fully familiarize themselves with all of the provisions of
the Contract Documents.

GC-2  CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one shall be as binding
as if called for by all.

The intent of the Contract Documents is to include everything necessary for the proper execution
of the complete finished Work.

GC-3  ORAL MODIFICATIONS

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise
affect the terms of the Contract.

GC-4  KNOWLEDGE OF CONDITIONS

(See Instructions to Bidders, Section II, Bidder’s Responsibility.)

GC-5  DRAWINGS AND SPECIFICATIONS

A. The Drawings and Specifications prepared by the Engineer are intended to agree and anything
shown or called for on the Drawings and not mentioned in the Specifications, or vice versa, or any
Work or materials necessary to, and usually included in the complete finish of the Work and/or
materials of the character to be furnished by the Contractors, shall be considered to be included
herein and shall be performed and furnished by the Contractors without any extra charge, as
though the same were both shown and specified. In the case of a conflict, the specifications shall
take precedence over the Contract Drawings.

The Engineer will furnish in addition to the Drawings listed in the Contract Documents, such other
and additional Drawings and such explanations in writing that may, in the Engineer’s opinion, be
necessary for the performance of the Work by the Contractors, and all such details and
explanations shall be binding upon and shall be strictly followed and complied with by the
Contractors. All such Drawings shall be consistent with the Contract Documents, true
developments thereof, and reasonably inferable therefrom.

B. All Drawings, and such notes, interlineations, figures and details, as may be noted thereon, shall
be considered as a part of and complementary to the Specifications. Full size Drawings and large
scale details shall, in General, govern and take precedence over the small scale Drawings which
they are intended to amplify. Figure dimensions shall govern in laying out the Work, and no Work
shall be executed from dimensions obtained by scaling the drawings.

While the Specifications are subdivided into divisions and sections, (but only for the purpose of
facilitating the Work) Contractors shall, nevertheless, furnish all labor and materials necessary to
complete all the Work in accordance with the Contract despite the fact that it may not appear
under the Work specified for the particular division and section under which it would be normally
classified.
C. The Contractors shall check all supplementary information furnished them immediately upon their receipt. The supplementary information shall not be altered by the Contractors, but should any error or inconsistency appear, or in the event of any doubt or question arising in respect to the true meaning and intent of the Drawings or Specifications, or should anything be omitted from the Drawings or Specifications which is necessary to a clear understanding of the Work, they shall report same in writing within five (5) days to the Engineer who will make any necessary rectification of the decisions.

D. If, at any time, the County shall fail to supply sufficient or clear information to enable the Contractor to proceed with the Work, the Contractor shall immediately notify the Engineer in writing, and in no case, will the lack of such information, or failure to understand the Drawings or Specifications, or ignorance of the contents of either, be considered or received as an excuse for improper or inferior construction, workmanship or materials, or for any delay in performing the Work, or as justification for any claim for Extra Work or materials.

Should any question or disagreement arise concerning the meaning of Drawings or Specifications, such question or disagreement shall be settled by the Engineer, whose decision in writing shall be final.

E. The Contractors will be furnished by the County, without charge, the following number of copies of the Contract Drawings and Specifications:

<table>
<thead>
<tr>
<th>Contract</th>
<th>No. of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Construction Work</td>
<td>6</td>
</tr>
</tbody>
</table>

Any sets of contract Drawings and Specification which the contractors may require in addition to those will be furnished at cost of reproduction and handling.

F. The Contractor shall keep at least one copy of all Drawings and Specifications at the Site in good order and available to the County, the Engineer, or their representatives. These Drawings and Specifications shall be kept up to date at all times and show all changes.

GC-6 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications are and shall remain the property of the County. These are furnished to the Contractors as instruments of service. They are not to be used on any other work.

GC-7 COORDINATION WITH OTHER CONTRACTORS

A. During progress of the Work on this Contract, other contractors may be engaged in performing Work within the Contract area and in areas adjacent to this contract area.

1. The Contractor’s attention is specifically directed to the fact that because of the work on other contracts within and adjacent to the limits of this Contract he may not have exclusive occupancy of the territory within or adjacent to the limits of this contract.

2. The Contractor will be required to cooperate with other Contractors and the owners of the various utilities and to coordinate and arrange the sequence of this Work in such a manner that all work, proposed or in progress within or adjacent to the limits of the Contract, can be progressed with as little interference as possible.

3. In case of interference between the operations of a Contractor and / or utility owners and / or other Contractors, the Commissioner shall be the sole judge of the rights of each party
and the sequence for Work necessary to expedite the completion of all the work progressed or about to be progressed within or adjacent to the contract limits.

B. The direction or the Commissioner on the order and sequence of the Work shall not in itself constitute a basis for extra compensation or an Extension of Time.

GC-8 MEETINGS

A. Pre-Construction Meeting

1. After the Contract has been awarded, but prior to the start of actual construction, a Pre-Construction Meeting will be scheduled by the County.

2. The meeting shall be attended by representatives of the Nassau County Department of Public Works, the Contractor, Subcontractors as requested, and the Engineer. The purpose of this Meeting will be generally administrative and will include but not necessarily be limited to discussion of County requirements, use of Subcontractors, submissions required from the Contractor prior to start of Work, major equipment deliveries and priorities, construction procedures, payment criteria, time for completions and any specific or unique criteria to be followed.

B. Progress Meetings

1. Regular Meetings will be held twice a month at the Construction Manager’s Field Office during the performance of the Work of this Contract. Additional Meetings may be called as progress of the Work dictates.

2. Responsible representation from major equipment manufacturers will be the Contractors’ responsibility at Progress Meetings on demand from the County. Refer to all Divisions of the Technical Specification for other requirements.

3. Attendance:
   a. County
   b. Engineer
   c. Contractor
   d. Subcontractors, only with Engineer’s approval or request, as pertinent to the agenda.

4. Minimum Agenda
   a. Review minutes of previous meetings.
   b. Review progress of Work since last meeting.
   c. Note and identify problems which impede planned progress.
   d. Develop corrective measures and procedures to regain planned schedule.
   e. Revise construction Schedule as indicated and plan progress during next Work period.
   f. Plan to maintain quality and work standards.
   g. Complete other current business.

GC-9 BID BREAKDOWN

(See Agreement, Article XXXIII, “Submission of Bid Breakdown”.)
GC-10 SUPERINTENDENCE AND WORKMEN

(See Agreement, Articles XXVIII, "Character and Competency" and XXIX, "Superintendence").

GC-11 LAWS AND ORDINANCES

The Contractors accept the Drawings and Specifications and other Contract documents, submitted by the Engineer. On the basis, that such Drawings, Specifications and other Contract Documents do not constitute a release of responsibility on the part of the Contractors to know and supervise the actual construction in all its parts so that such construction complies with all legal regulation. The Contractors shall be held to be both responsible and accountable for any damage which the County may suffer as a result of non-compliance with any or all legal regulation.

The Work shall be performed by the Contractors, in all respects, in strict conformity to all laws, rules, regulations, requirements and ordinances of the federal, state and local governments and all departments and bureaus thereof, and of the National Fire Protection Association. Should the Drawings or the Specifications conflict with the law, the contractors shall immediately notify the Engineer in writing of such conflict, and shall thereafter follow the written instruction of the Engineer in respect thereto; or should the Drawings or Specifications require more than the law requires, the Drawings and Specifications shall be followed nevertheless.

Each prime Contractor shall obtain and pay for all permits and fees required by Compliance with the foregoing requirement the Work performed under his Contract. Notwithstanding the requirements of the preceding paragraphs, all Contractors shall be additionally governed by OSHA requirements. All electrical Work shall comply with the N.E.C. and the respective Contractor will be required to furnish for his Work, Under-writers certificates issued by Underwriters Laboratories for compliance.

Compliance with the foregoing requirements shall not relieve the contractors of any other of their obligation under this Contract (See Agreement Articles III, "Contractor's Responsibility" and IV, "Compliance with Laws").

GC-12 PERMITS

(See Agreement, Article IV, "Compliance with Laws").

GC-13 ACCIDENTS

A. If death, serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Commissioner and the Engineer.

B. Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or connection with, the performance of the Work, which cause death, personal injury or property damage, giving full details and statements of witnesses.

C. If any claim is made by anyone against the contractor or Subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

GC-14 CONTRACTOR SUBMISSIONS

In accordance with the requirements of the contract Documents, the Contractor shall furnish all required submittals which shall include, but not be limited to, the following tabulation of contractor submissions.
A. Materials and Equipment

1. Suppliers and manufacturers:

Within fifteen (15) days after Notice to Proceed, the Contractor shall submit to the Commissioner and the Engineer a list of materials and equipment suppliers and manufacturers for approval in accordance with the requirements of the General Conditions, Article GC-17. "Materials and Equipment Approvals, Substitutions, and Deviations".

2. Material and Equipment Orders Schedule:

a. Within fifteen (15) days after Notice to Proceed, Contractor shall prepare and submit his tabulation and schedule of principal items and equipment and materials to be purchased to the Engineer for review and approval. The Schedule shall be revised until approved by Engineer.

b. The Schedule shall be updated biweekly and one copy submitted to the Engineer.

c. Five (5) updated copies of the schedule shall be submitted to the Engineer with the application for partial payment.

d. Schedule shall be submitted until all of the data is incorporated into the construction schedule for the project.

3. Form of Schedule: Schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:

a. Date on which shop drawings are requested and received from the manufacturer.

b. Dates on which certification is received from the manufacturer and transmitted to the Engineer.

c. Date on which shop drawings are submitted to the Engineer and returned by the Engineer for revision.

d. Dates on which shop drawings are revised by manufacturer and resubmitted to the Engineer.

e. Date on which shop drawings are returned by Engineer annotated either "Approved" or "Approved as Noted".

f. Date on which accepted shop drawings are transmitted to manufacturer.

g. Date of manufacturer's scheduled delivery.

h. Date on which delivery is actually made.

B. Substitutions:

1. Within a ten (10) day period from the Notice to Proceed, Request for Substitutes may be proposed to the Commissioner. This Period for submitting requests will be strictly
enforced. Such requests shall conform to the requirements of General Conditions, Article GC-17, "Materials and Equipment, Approvals, Substitutions and Deviations".

2. Requests for substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, subcontractors, or other parties.

C. Shop Drawings:

1. Within fifteen (15) days after the Notice to Proceed, the Contractor shall prepare and submit three (3) copies of his schedule of shop drawings submissions to the Engineer for review and approval.

2. In order to maintain the construction schedule for this project the Contractor shall submit all shop drawings within forty-five (45) days after the Notice to Proceed. The Contractor's schedule of shop drawing submissions shall conform to these requirements.

3. Shop drawings shall be submitted without fail in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any work. Formal submission of shop drawings will begin after execution of the Contract by the County Executive and the Notice to Proceed.

D. Coordination Drawings:

1. Coordination drawings shall be completed by all Contractors within sixty (60) days from the notice to proceed.

2. Coordination Drawings shall be initiated, completed and submitted for distribution so as not to delay the construction.

E. Layout and Installation Drawings:

1. Layout and installation drawings shall be completed by all Contractors within ninety (90) days from the Notice to Proceed.

2. Layout and installation, drawings submitted for review by the Engineer shall include all equipment, pipes, valves, fittings, drains, ventilation ducts, all electrical, heating, ventilating and other conduits, electrical cable trays, lighting fixture layouts, and circuiting, instrumentation, power supply, alarm circuits, etc., under this Contract.

F. Operations and Maintenance Manuals:

1. Two (2) copies of Preliminary Operations and Maintenance Manuals shall be submitted with the shop drawings for each major item of equipment.

G. Maintenance and Lubrication Schedules:

1. A maintenance and lubrication schedule for each piece of equipment shall be submitted with the shop drawings. Submission shall be seven (7) copies.

H. Samples:

1. Samples and Shop drawings which are related to the same unit of work or Specification Section shall be submitted at the same time. If related shop drawings and samples are
submitted different times, they cannot be reviewed until both are furnished to the
Engineer.

2. Shop drawings include, but are not limited to, shop drawings, layout and installation
drawings in plan and elevation, certified wiring diagrams, inter connecting wiring
diagrams, manufacturer's data, etc. The Contractor shall be responsible for securing all of
the information, details, dimensions, drawings, etc., necessary to prepare the shop
drawings required as necessary under this Contract and to fulfill all other requirements of
his Contract. The Contractor shall secure such information, details drawings, etc., from
all possible sources including the Contract Drawings, drawing prepared by
subcontractors, suppliers, etc.

3. All shop drawings submitted by the Contractors which involve a change at variance with
the contract drawings shall be noted by the Contractors by advising the Engineer in
writing as to the recommended change and the reason therefore.

4. Contract drawings are for engineering and general arrangement purposes only and are not
to be used as shop drawings.

5. Shop drawings shall accurately and clearly present the following:
   a. All working and installation dimensions.
   b. Arrangement and sectional views.
   c. Units of equipment in the proposed positions for installation, details of required
      attachments and connections, and dimensioned locations between units and in
      relation to the structures.
   d. Necessary details and information for making connection between the various
      trades including, but not limited to, power supplies an interconnecting wiring
      between units, accessories appurtenances, etc.

6. Structural and all other layout drawings prepared specifically for the Project shall have a
plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size
of the Contract Drawings.

7. Where manufacturer's publications in the form of catalogs, brochures, illustrations,
compliance certificates, or other data sheets are submitted in lieu of prepared shop
drawings, such submissions shall specifically indicate the item for which approval is
requested. Identification of items shall be made in ink, and submissions showing only
general information are not acceptable.

8. The Contractor shall provide all required copies for the use of the various trades at the
site, and one (1) copy of approved shop drawings shall be provided by the Contractor to
the other Prime Contractors.

9. A submittal record form shall accompany each submittal. A facsimile copy of the record
form will be provided by the County. This is the only form to be used by the Contractor
for submittals.

10. Contractor Responsibilities
a. Before submitting shop drawings to the Engineer, all submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. The Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction.

b. All submittals, including shop drawings prepared by or under the direction of the various Contractors, shall be thoroughly checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the contractor’s signature of approval certifying that they have been so checked. Submittals without the Contractor’s signature of approval will not be reviewed by the Engineer and will be returned to the Contractor stamped “Rejected”. Before submitting them to the Engineer, all submittals shall be bound, properly labeled and consecutively numbered. In a clear space above the title block, or on the back, the Contractor shall hand stamp the following, and enter the required information:

“NASSAU COUNTY
NAME OF PROJECT

Date:__________________________
Contract No.:_____________________
Equipment Identification No.:_________
Contract Drawing No.:_______________
Specification Section:_______________

The document has been reviewed, coordinated and checked in detail for accuracy of content and for compliance with the Contract Documents and is hereby approved. The information contained herein has been coordinated with all involved contractors.

Contractor:__________________________
Signed:_____________________________


c. Shop Drawings shall be submitted as a single package including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.

d. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor’s letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall call the Engineer’s attention to any changes by the use of large rubber stamp, or larger letters on shop drawings. If this is not done, even if the work is incorporated in the construction, it will not be accepted by the Engineer even if shop drawings are “Approved”.

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<th>Nassau County DPW</th>
<th>GC - 9</th>
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<tbody>
<tr>
<td>263 of 358</td>
<td></td>
</tr>
<tr>
<td>Contract No. B90525-033</td>
<td>Asbestos &amp; Lead Abatement:Requirements</td>
</tr>
</tbody>
</table>
e. No materials or equipment shall be ordered, fabricated or shipped or any work performed until the Engineer returns to the Contractor the submittals herein required, annotated "Approved".

f. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors deviations and/or omissions.

11. Procedure for Review by the Engineer:

a. Shop Drawings will be checked for design conformance with the Contract Documents and general arrangement only.

b. Submittals shall be transmitted in sufficient time to allow the Engineer adequate time for review and processing so as not to delay the Project.

c. For all drawings greater than 8-1/2 inches by 11 inches in size, the contractor shall transmit one (1) reproducible transparency and one (1) print of each submittal directly to the Engineer for review. Concurrently a copy of the transmittal letter and one (1) print shall be sent by the Contractor to the County. For submittals of the 8-1/2 inches by 11 inches in size, the Contractor shall submit two (2) copies to the Engineer and a copy of the transmittal letter and one copy of the shop drawing to the County. Prints from the reproducible transparencies shall be legible with a sharp, clear definition of all line work and lettering. Reproducible transparencies and resultant prints which in the opinion of the Engineer are not legible will not be reviewed and will be returned to the Contractor annotated "Rejected".

When a submittal is "Disapproved" or "Rejected", the Engineer will make the necessary copies required to permit the following distribution:

- County – Transmittal only
- Contractor – 2 copies
- Engineer – 2 copies

When a submittal reaches "Approved" or "Approved as Noted", the Engineer will make the additional copies required to permit the following distribution:

- County – 6 copies
- Contractor – 2 copies
- Engineer – 2 copies

d. Submittals shall be accompanied by a submittal record from hereinafter specified and shall be accompanied with any notification of departures and any pertinent data to facilitate review. If data for more than one Section of the specification is submitted, a separate transmittal letter shall accompany the data submitted for each Section. A number shall be assigned to each submittal by the Contractor starting with the Number 1 and thereon numbered consecutively. Resubmittals shall be identified by the same number followed by the suffix "A" for the first resubmittal and the suffix "B" for the second resubmittal, etc.

e. Submittals will be annotated by the Engineer in one of the following ways:

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Contract No. BB0525-03B
Asbestos & Lead Abatement-Requirements
"Approved" – no exceptions are taken.

"Approved as Noted" – minor corrections are noted and shall be made and resubmittal is required.

"Disapproved" – minor corrections are noted and shall be made and resubmittal is required.

"Rejected" – based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment for a submission of other equipment is required.

Or

Reproducible transparencies and resultant prints are not legible and will not be reviewed and resubmittal is required.

f. If a submittal is satisfactory to the Engineer, the Engineer will annotate the submittal "Approved" and return three (3) copies to the Contractor. If reproducible transparencies are submitted, the Engineer will retain the copies and return the reproducible transparencies to the Contractor, plus two (2) prints.

g. If a resubmittal is required the Engineer will annotate the submittal "Approved as Noted" or "Disapproved" or "Rejected" and return three (3) copies to the Contractor for appropriate action. If reproducible transparencies are submitted, the Engineer will retain the copies and return the reproducible transparencies to the Contractor, plus two (2) prints. The Contractor shall resubmit in accordance with paragraph C.3, hereof.

h. Contractor shall revise and resubmit submittals as required by the Engineer until submittals are "Approved" by the Engineer.

i. Approval of a Shop Drawing by the Engineer will constitute approval of the subject matter for which the drawing was submitted and not for any other structure, material, and equipment for appurtenances shown.

j. Coordination Drawings Requirements:

1. The General Construction Contractor shall initiate coordinating the installations of all the contracts (HVAC, Electrical and General Construction) by means of Coordination Drawings, as specified herein. The Coordination Drawings may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the Coordination Drawings.

2. The General Construction Contractor shall prepare a set of Mylar transparencies indicating equipment and appurtenances, at not less than 3/8 inch scale. The Drawings shall also show beams, ceiling heights, walls, floor to floor dimensions, floors, partitions, columns, windows, door and other major architectural and structural features shown on the General Construction Drawings. Site coordination drawings shall be at
not less than 1" = 20'-0" scale. Two sets of prints from the transparencies shall be furnished to the County's review for conformance with the intent of this Section. Corrections, if required, shall be made to the transparencies.

3. The General Construction Contractor shall deliver the set of Mylar to the HVAC Contractor who will draw his work to scale on these drawings. Then the HVAC Contractor shall deliver the set of Mylar to the Electrical contractor, who will superimpose his work on the Coordination Drawings. Then the Electrical Contractor shall return the set of Mylar to the General contractor.

4. In the preparation of all the coordination drawings, composite drawings, and large scale details as well as cross and longitudinal sections shall be made as required, or as directed by the Engineer, to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. In preparing the Coordination Drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed, but items may not be resized or exposed items relocated without the County's approval. No changes shall be made in any wall or chase locations, ceiling height, door swings or shall be made in any wall or chase location, ceiling heights, door swings or locations, windows or other openings, or other features affecting the function or aesthetic effect of the work among themselves. If conflicts or interferences cannot be satisfactorily resolved, the County shall be notified and its decision obtained.

5. No preference or advantage shall be given to any contractor in considering resolution of conflicts, or grant priority to any one Contractor in the allocation of space. If the Contractors are unable to reach agreement on matter of interference, the matter shall be submitted to the County for its binding decision. At the completion of this phase of the Coordination Drawings preparation, the County shall hold coordination meetings with the Prime Contractors to eliminate any interference among the trades that the drawings indicate and to avoid any conflicts during the installation of the work.

6. At the completion of these meetings, and after the General Construction Contractor's set of Mylar has been coordinated and all necessary changes have been made, the County shall hold a final coordination meeting where these Drawings shall then be signed off by each of the Contractors, indicating their awareness of, and agreement with, the indicated routings and layouts and their interrelationship with the adjoining or contiguous work of all contracts. Thereafter no unauthorized deviations will be permitted and if made without the knowledge or agreement of the County or other affected contractors, will be subject to removal and correction at no additional cost to the County.

7. After the final Coordination Drawings have been agreed upon and signed by all Contractors, the General Construction Contractor shall provide and distribute four (4) copies of each to the Contractor and
NASSAU COUNTY
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GENERAL CONDITIONS

fifteen (15) copies to the County, for reference and record purposes. Contractors desiring additional copies of such drawings, beyond the basic distribution indicated above, shall arrange and pay for cost of same.

8. The record copies of final Coordination Drawings shall be retained by each Contractor as a working reference. All shop drawings, prior to their submittal to the County, shall be compared with the Coordination Drawings and developed accordingly by the Contractor responsible. Any revisions to the Coordination Drawings which may become necessary during the progress of the work shall be noted by all Contractors and shall be neatly and accurately recorded on the copies. Each Contractor shall be responsible for the up-to-date maintenance of his own record copies of the Coordination Drawings and to keep one (1) copy available at the Site. The Coordination Drawings and any subsequent changes thereto, shall be utilized by each Contractor in the development of his as-built drawings.

9. No extra compensation will be paid by the County to any Contractor for relocating any duct, pipe, conduit or other material that has been installed without proper coordination among all the contractors and the trades involved. If any improperly coordinated work, or work installed that is not in accordance with the approved Coordination Drawings, necessitates additional work by the other Contractors, the cost of such additional work shall be assessed to the Contractor responsible, as determined the County.

10. All changes in the work on any Contract, whether a change in price is given or not, shall be shown on the Coordination Drawings.

11. All work on the Coordination Drawings shall be performed by competent draftsmen, in clear, legible manner. The County shall be the sole judge of the acceptability of the Coordination Drawings.

12. Coordination Drawings shall not be used for "as built" drawings.

k. Layout and Installation Drawings Requirements:

1. Layout and installation drawings are to be submitted in accordance with the requirements hereinbefore specified under Paragraph I, Shop Drawing Requirements.

2. Layout and installation drawings are required for both interior and exterior piping valves, fittings, sewers, drains, heating and ventilation duct, conduits, plumbing lines, electrical cable trays, etc. The final dimensions, elevations, locations, etc. of various items may depend upon the dimensions of equipment, valves, etc. to be furnished by the Contractor.

3. Layout and installation drawings shall show connections to structures, equipment sleeves, valves, fittings, etc.
4. Drawings shall show the location and type of all supports, hangers, foundations etc., and the required clearances to operate valves, equipment, etc.

5. The drawings for pipe, ducts, conduits, etc. shall show all electrical conduits and pressure piping, electrical cable trays, heating and ventilation ducts or pipes structures, manholes or any other feature within four (4) feet (measured as the clear dimension) from the pipe, duct, conduit, etc. for which the profile is drawn.

GC-15 SAMPLES

A. General:

1. Where required in the specification for the various trades or otherwise requested by the County or Engineer, samples of any materials to be used and of the finish to be applied in the work, shall be submitted by the Contractor for approval in accordance with the General Conditions, Article GC-14, “Contractor Submission”. Samples shall be of such a nature to fully illustrate the character of the finished work or as maybe more fully described in the trade specifications.

2. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

3. Contractor shall store and protect large samples and mock-ups until the Project is complete or until a time approved by the Engineer.

4. Accepted samples will establish the standards by which the completed work will be judged.

B. Samples:

1. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly identified.

2. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor’s stamp of approval certifying that they have been checked.

3. Samples shall be submitted in triplicate and each sample shall be identified with the name and number of the project, reference to Specification Section, Contract drawing number, nature of the material, trade name of manufacturer and the locations of its intended placement. Written approval shall be obtained, and the work furnished shall conform strictly to the samples approve by the engineer. No approval of a sample shall be taken in itself to change or modify any of the requirements of the contract.

4. Transportation charges or samples submitted to the Engineer shall be prepaid by the Contractor. Samples shall be delivered to the Engineer’s field office. If the Contractor required a sample for his use, he shall notify the Engineer in writing.

5. If samples are disapproved, the Contractor shall make all corrections required and shall resubmit the require number of new samples until approval is received.
C. Job Mock-Ups:

1. Job mock-ups (sample panels shall be constructed on Site by the Contractor and only one (1) of each type will be required. Mock-ups shall be constructed only after the individual samples and components used in the mock-up have been approved by the Engineer. If a mock-up is not approved, the Contractor shall construct additional ones until approval is received.

D. Samples for Tests:

1. Contractor shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods and as required by the Contract drawings.

GC-16 TEMPLATES AND PATTERNS

Templates and patterns shall be prepared and provided as required for the proper execution of the Work under the various Prime Contracts, by the various trades.

GC-17 MATERIALS AND EQUIPMENT, APPROVALS, SUBSTITUTIONS AND DEVIATIONS.

A. Approval of Materials and Equipment Suppliers and Manufacturers:

1. The Contractor shall submit to the Commissioner and the Engineer for approval a list of materials and equipment suppliers and manufacturers who are to furnish items of materials or equipment. This submission is to be made in accordance with the time conditions stipulated in General Conditions, Article GC-14, and “Contractor Submissions”.

2. Where the acceptability of any equipment or material specified herein is conditioned upon that item having a record of satisfactory operation for a specified period of time, such acceptability may be considered lacking such record, only if the manufacturer and or supplier can provide a bond or cash deposit which will guarantee replacement at no cost to the County in the event of failure occurring prior to the expiration of the experience record term specified. The item proposed must meet all other technical requirements stipulated in the Specifications.

3. If the materials and equipment submitted are offered as substitutes to the Contract Documents the contractor shall advise the County and the Engineer of the substitution and comply with the requirements hereinafter specified in the Article.

B. Storage and Protection of Equipment and Materials:

The Contractor shall make every effort to minimize extended storage periods for materials and equipment at the site by judiciously scheduling deliveries to coincide with construction needs. The Contractor shall store his material and equipment in accordance with the requirements of Division 1, Special conditions of the Technical Specifications. The Contractor shall not store unnecessary materials or equipment at the site and shall take care to prevent any structure from being loaded with a weight which will endanger its integrity or the safety of persons. The Contractor shall follow the instructions of the Engineer, regarding the posting of regulatory signs for loading on structures and other safety precautions. The contractor shall obtain from the equipment manufacturers a letter detailing them method of storage and the maintenance of the stored equipment for the Engineers review. All storage and methods of protection for material and equipment at the site shall be subject to the prior approval of the Engineer. Any costs associated
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with the storage and protection of materials and equipment shall be deemed to be included under
the contract and no additional payment will be made.

1. Materials:
   a. Materials may be stored out of doors if supported on wood runners above
ground surface and protected with approved, effective durable covers.
   b. Materials shall not be placed within ten (10) feet of fire hydrants.
   c. Avenues for personnel and vehicular movement, gutters, drainage channels and
      inlet shall be kept unobstructed at all times.

2. Major Equipment:
   a. No major Equipment item shall be brought to the site until the following
      conditions are met:
         (1) The County must have received the manufacturer's recommendations
             for on site storage in writing.
         (2) The structure in which the equipment is to be installed is roofed
             (roofing must be watertight) and has such protection of doorways,
             windows and other openings that will provide reasonable protection
             from the weather.

3. Special Equipment:
   a. The Storage of special equipment shall be in accordance with the requirements
      specified in Division 1 of the Technical Specifications.

4. Equipment other than Major Equipment:
   a. The contractor shall not ship any equipment to the site until approval is received
      from the County. Under no circumstances shall equipment be delivered to the
      site more than one month prior to installation without written authorization from
      the County.
   b. Storage of any mechanical or electrical equipment out of doors at any time is
      absolutely prohibited regardless of the protection furnished. Storage of
      mechanical and electrical equipment within structures at the Site will not be
      permitted until all structural work has been completed and the structure is made
      weather tight.
   c. All mechanical and electrical equipment shall be coated, wrapped and otherwise
      protected from snow, rain, drippings of any sort, dust, dirt, condensed water
      vapor, etc. during shipment, storage, and subsequent to installation and until
      placed in service.
   d. Should storage of mechanical and electrical equipment become necessary before
      it can be stored at the Site, the contractor shall provide storage in a weather
      proof warehouse.
C. Installation of Equipment:

1. General
   a. Contractor shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the work.
   b. Contractor shall be responsible for locating, aligning and leveling all equipment to the accuracy required.
   c. Complete manufacturer's installation instructions, including permissible tolerances, shall be furnished in duplicate with each unit of equipment or set of identical units before installation.
d. All equipment shall be installed in accordance with the approved shop drawings: inclusive of manufacturer’s specification, drawings and tolerances.

e. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the drawings unless directed otherwise by the engineer during installation.

2. Installation

a. Special care shall be used in locating, aligning and leveling all equipment and parts thereof to insure that each item is in the proper position relative to other equipment, and that all parts are aligned within allowable tolerances. The Contractor shall be responsible for this accuracy, and shall notify the Engineer of any conditions in prior work which would prevent this alignment before proceeding with the work.

b. Concrete foundations for equipment shall be approved design and shall be adequate in size, suitable for the equipment erected thereon.

D. Name Plates:

1. Each unit of equipment shall bear the manufacturer’s name or trademark on a corrosion resistant nameplate securely affixed in a conspicuous place. The manufacturer’s name or trademark may be cast integrally, stamped, or otherwise permanently marked upon the item of equipment.

2. Such other information as the manufacturer may consider necessary to complete identification, or as specified, shall be shown on the nameplate.

E. Painting:

1. Except as otherwise specified or required, equipment shall be primed and finish painted at the factory, in accordance with the recommendations of the approved manufacturer.

2. All field painting is included under the individual Prime Contract.

3. Any damage to shop coating shall be corrected to the satisfaction of the Engineer by the Prime Contractor responsible for the installation and protection of the shop coated item.

F. Damage during Tests and Instruction Periods:

Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and he shall neither have nor make any claim for damage which may occur to equipment prior to the time when the County formally takes over the operation thereof.

G. Services of Manufacturer’s Engineers:

The contract price shall include the cost of furnishing competent engineers or superintendents from each company manufacturing equipment for the Project to:

1. Assist the Contractor to adjust and test the equipment in conformity with the Contract Documents.
2. Supervise start up operations and adequately instruct designated employees of the County in the proper operation and maintenance procedures of equipment installed.

3. The manufacturer's engineers shall devote, as a minimum, the full time specified in the installation and operation shall be at the expense of the Contractor. The manufacturer's representatives shall sign in and out in a book kept by the Engineer on every occasion they are on the site and shall indicate time of arrival and departure.

4. Be available to check equipment operation and maintenance procedures, when required by the County, throughout the guarantee period of the equipment.

H. Equipment Manufacturers Certification:

As a condition precedent to acceptance of equipment installed and operating, the Contractor will provide the County with written certification obtained from each company's manufacturing equipment for the Project that the equipment is installed and does operate in accordance with the specifications and manufacturer's recommendations.

I. Substitutions:

1. Unless otherwise specified, all materials and equipment incorporated in the work under these Contracts shall be new.

2. Whenever specific references are made in the Specifications, to manufacturer's or brand names, the intent is to establish a standard of type, quality and function of the required material or equipment, at least one will include a specific catalog number or other identifying designation. The products of the other listed manufacturers must in the opinion of the Commissioner, be equivalent to the product material essentially meeting the standards of the referenced manufacturer or other Specification requirements shall not relieve the Contractor of responsibility for providing materials complying with such requirements. The fact that manufacturer's name are specified for any item shall not be construed as implying that such item need not comply with any additional performance, construction or other requirements specified for the item. In all cases, the Specifications requirements shall take precedence over the manufacturer's standard.

3. Requests for substitutions of equipment or materials shall be made in accordance with the time conditions stipulated in General conditions, Article GC-14, "Contractor Submission". This period for submitting requests will be strictly enforced. Such requests shall conform to the following requirements:

   a. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Commissioner to determine if the proposed substitution is equal.

   b. Contractor shall submit certified test, where applicable, by an independent laboratory attesting that the proposed substitution is equal.

   c. A list of installation where the proposed substitution is equal to the specified piece of equipment or materials.

   d. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the County.
4. Request for substitutions after the period stipulated in General Conditions, Article GC-14, "Contractor Submissions", will not be accepted for evaluation except in case of strikes, discontinuance of manufacturer or other reason deemed valid by the Commissioner whereby the specified products or those approved are unobtainable. In such case the Contractor shall provide substantial proof that the acceptable products are unavailable.

5. Where the approval of a substitution requires revisions or redesign of any part of work including that of other contracts, all such revision and redesign and all new drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to the approval of the Commissioner.

6. In the event that the Engineer is required to provide additional engineering services, then the Engineer's charges for such additional services shall be charged to the Contractor by the County in accordance with the requirements of the General Conditions, Article GC-18, "Contractor Costs for Engineering Services".

7. Any modification in the work required under other contract to accommodate the changed design will be incorporated in the appropriate Contracts and any resulting increases in contract prices will be deducted by the County from payments otherwise due the Contractor who initiates the changed design. In all cases the Commissioner shall be the judge as to whether a proposed substitution is to be approved. The Contractor shall abide by his decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the Commissioner.

8. In making request for substitution, contractor represents that:
   a. Contractor has investigated proposed substitution, and determined that is equal to or superior in all respects to the product, manufacturer or method specified.
   b. Contractor will provide the same or better warranties or bonds for proposed substitution as for product, manufacturer or method specified.
   c. Contractor waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
   d. Contractor shall have and made no claim for any extension of time or for damages by reason of the time taken by the County and Engineer in considering a substitution proposed by the Contractor or by reason of the failure of the County and Engineer to approve a substitution proposed by the Contractor. Any delays arising out of consideration for an approval of a substitution shall be the sole responsibility of the Contractor requesting that substitution and he shall arrange his operations to make up the time lost.

9. Proposed substitutions will not be accepted if:
   a. Acceptance will require substantial revision of contract documents.
   b. They will change design concepts or Technical Specifications.
   c. They will delay completion of the work, or the work of other Contractors.
d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for substitution from Contractor.

10. Only those products originally specified and/or added by approved requests for substitutions submitted in accordance with the preceding paragraphs may be used in the work. Whenever requests for substitutions are approved, it shall be understood that such approval is conditional upon strict conformance with all requirements of the Contract and further subject to the following.

a. Any materials or article submitted for approval in accordance with the above procedure must be equal, in the sole opinion of the Commissioner, to the material or article specified. It must be readily available in sufficient quantity to prevent delay of any work, inspection or tests; it must be available in a reasonable equivalent range of colors, textures, dimensions, gauges, types and finishes as the material or article specified; it must be equal to the specified item in strength, durability, efficiency, serviceability, compatibility with the design and not necessitate design modifications by the Engineer; its use must not impose additional work, or require changes in the work of any other Contractor without the written agreement of such Contractor. Availability of spare parts shall be assured for the useful life of the Project.

b. Request for all substitutions shall be accompanied by all information needed for the Commissioner to make an evaluation, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.

c. The Commissioner reserves the right to disapprove, for aesthetic reasons any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.

d. All requests for substitutions of materials or other changes from the Contract requirements shall be accompanied by an itemized list of all other items affected by such substitution or change. The Commissioner shall have the right, if such is not done, to rescind any approval for substitutes or changes and to order such work removed and replaced with work conforming to requirements of the Contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.

11. Approval of a substitution will not relieve contractor from the requirement for submission of Shop Drawings or any of the provisions of the Contract Documents.

I. Deviations:

1. Within ten (10) days after the Notice to Proceed, requests for deviations from the contract Documents and the reasons therefore may be proposed to the Commissioner. This period for submitting requests will be strictly enforced. The Contractor waives all claims for additional costs or extension of time related to proposed deviations that subsequently may become apparent.

2. Deviations shall mean the departure by the Contractor from the performance of his work in accordance with the Contract Documents.
3. In all cases the Commissioner shall be the judge as to whether a proposed deviation is to be approved. The Contractor shall abide by his decision when proposed deviations are rejected and shall in such instances perform the work in accordance with the meaning and intent of the Contract Documents.

4. Any delays arising out of consideration for an approval of a deviation shall be the sole responsibility of the Contractor, and he shall arrange his operations to make up the time lost.

GC-18 CONTRACTOR COSTS FOR ENGINEERING SERVICES

A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not “or equal” by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor’s errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer’s charges in connection with such additional services shall be charged to the Contractor by the County.

B. Structural design shown on the Drawings is based upon the configuration of and maximum loading of major items of equipment as indicated on the Drawings and specified. If the equipment furnished differs from said features, the Contractor shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer’s charges in connection therewith.

C. The Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the Engineer involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be back charged to the Contractor, at the rate by deducting such costs from payments due for Work completed. In the event an approved item is requested by the contractor to be changed or substituted from, all involved costs in the reviewing and approval process will likewise be back charged to the Contractor unless judged by the Engineer that the need for such deviation from previously approved data is beyond the control of the Contractor.

GC-19 INSPECTION AND TESTING

Inspection shall be as specified in the Agreement, Article V, “Inspection”, and as hereinafter stipulated.

A. Testing Laboratory Services:

1. General
   a. The County will perform all tests including but no limited to: Concrete slump, concrete cylinder, concrete materials, concrete air content, soils density test, and paving materials. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and allow adequate time for laboratory tests by the County. The collection, field preparation and storage of field samples and test specimens shall be as directed by the County and Engineer, and shall be the responsibility of the Contractor.
b. Test performed by the County shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.

c. The County reserves the right to test any and all materials being manufactured expressly for this Project, offered to be furnished or delivered at the Site, or installed in place.

2. Test Reports:

a. During the progress of the Work, two (2) copies of all test reports shall be submitted directly to the Engineer from the testing laboratory, as they are completed, with a copy sent to the Contractor.

b. Each test report shall be signed and certified by a responsible officer of the testing laboratory.

3. Significance of Tests:

Test results shall be binding on both the Contractor and the County, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the County, that the initial samples were not representative of actual conditions.

4. Supplementary and Other Testing:

The Contractor may conduct additional tests as he may require. Should the Contractor at any time request the County to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the County. Testing of this nature shall be conducted at the Contractor’s expense.

B. Water tightness of Structures

1. General

a. It is the intent of these Specifications that all concrete Work, sealing Work around built-in items and penetrations be performed as required to insure that:

   (1) Groundwater, surface water and water or liquids in liquid retention structures will not intrude into any structures, chambers, manholes, equipment rooms, pipe galleries, habitable areas or other generally dry areas.

   (2) Leakage in process tankage or other liquid retention structures do not exfiltrate through to the exterior.

b. The required water tightness shall be achieved by quality construction, proper sealing of all joints and penetrations and repair of existing joints and penetrations.

c. Each unit shall be tested separately and the leakage tests shall be made prior to backfilling and before equipment is installed. Only potable water shall be used for the tests unless specified otherwise.
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d. The Contractor shall provide at his own expense all labor materials, temporary
bulkheads, pumps, water measuring devices, etc. necessary to perform the
required tests unless specified otherwise.

2. Built-in Items and Penetrations

a. All pipe sleeves, built-in items and penetrations shall be sealed as detailed and
as required to insure a continuous water tight seal.

b. Penetration through built-up roofing areas shall be made prior to application of
the built-up roofing utilizing suitable sleeves and flashings as required. If
roofing surfaces are penetrated after roofing has been applied, the waterproofing
integrity shall be restored by the roofer and paid by the Contractor responsible
for the penetration.

3. Enclosing structure

a. All underground structures enclosing operational and other dry areas to be
constructed under this Contract shall be repaired by the Contractor where there
are visible internal signs of leakage. Particular attention to this matter is required
when dewatering activities are terminated and the groundwater table returns to
natural levels.

b. If required, such Work shall be performed on exterior surfaces of the structures
and shall include the necessary excavation, sheeting, dewatering, repair, backfill,
etc., associated with the repair.

4. Leak Repair

The Contractor shall perform remedial work required to eliminate or reduce leaks to
allowable amounts per the Specifications. If the Contractor fails to comply, the County
shall have the authority to have these leaks repaired by other. The cost of repairs, by
others, shall be deducted from monies due or to become due to the Contractor.

C. Filed Testing of Equipment:

1. General

All equipment shall be set, aligned, assembled and tested in conformance with the
approved Shop Drawings, manufacturer’s drawings and instructions, and as indicated in
the Specifications.

2. Field Tests

a. Upon completion of the installation, and at a time approved by the Engineer
equipment shall be tested by operating it as a unit with all related piping, ducting
electrical control and mechanical operations.

b. All costs in connection with such test including all materials, equipment
instruments, labor, etc. shall be borne by the Contractor.

GC-20 (NOT USED)
GC-21 PROTECTION REQUIREMENTS

The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of this Work, materials and equipment at all times from the start to Final Acceptance of the Work.

A. Protection of Property:

1. The Contractor shall be responsible for the preservation and protection of property on or adjacent to the Work Site against damage or injury as a result of this operation under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.

2. In the event of any claims for damage or alleged damage to property as a result of Work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement or defense against such claims. Prior to commencement of Work in the vicinity of property adjacent to the Work Site, the Contractor at his own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before Final Payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

3. The Contractor shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment, privately-owned land except on easements provided herein. In the event that the Contractor has trespassed upon private property in the prosecution of the Work of this Contractor, the County may withhold payment for the value of the claim, but in any case no less than a sum of five hundred dollars ($500) for each incident, until the Contractor has secured a release from the property owner upon whose property the trespass was committed.

4. The Contractor expressly undertakes to place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work.

B. Open Excavations:

1. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridge and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the County. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.

2. The Contractor shall take precautions to prevent injury to the public and County personnel due to open trenches. All trenches, excavated material, equipment or other obstacles which could be dangerous to the public and County personnel shall be well lighted at night.
C. Fire Protection:

1. Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, buildings etc., and shall provide adequate facilities for extinguishing fire which do occur. No burning of trash or debris will be permitted.

2. When fire or explosion hazards are created in the vicinity of the Work as result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the Nassau County Fire Marshall and the Engineer of such hazards. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshall and the Engineer to prevent the occurrence of fire or explosion.

D. Chemicals:

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of the EPA and other recognized certifying Agencies. Use of all such chemicals and disposal of residues shall be in strict conformance with regulatory requirements.

E. Explosives:

Use of explosives is prohibited unless approved by the County.

F. Protection of Persons:

The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to person on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workman and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches, and other excavations, and falling materials and he shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Engineer by the Contractor. The person so designated shall be available by phone during non-working hours.

G. Contractor's Right to Act:

1. In case of an emergency which threatens loss or injury of property and / or safety of life, the Contractor will be allowed to act, without previous instruction from the County, in a diligent manner. He shall notify the County immediately thereafter.

2. The amount of reimbursement claimed by the Contractor on the account of any emergency action shall be determined in the manner provided in the Agreement, Article XXII, “Extra Work.”

GC-22 ACCESS ROADS AND PARKING AREAS

A. Access Roads:

1. Not applicable.
B. Maintenance of Traffic:

1. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the County.

2. Detours around construction will be subject to the approval of the County. Periods when traffic is being detoured will be subject to approval of the County.

3. Request for road closings or detours shall be submitted to the County for approval a minimum of seven (7) days prior to the proposed closing or detour. Requests shall be accompanied by a schedule indicating the duration of closing or detour.

C. Parking Areas:

Parking of vehicles shall be in accordance with local parking laws in the area of each work site. Overnight parking of equipment on local streets is prohibited unless permission is granted by the County. Park only in area which will not create a nuisance to traffic or local residences and businesses.

D. Restoration:

At the completion of the Work, the surfaces of land used for access roads and parking areas shall be restored by the General Construction Contractor as per the requirements of the Contract Documents. In the absence of specific requirements, the general Construction Contractor shall restore the surfaces to their original condition.

GC-23 TRAFFIC REGULATIONS

A. The Contractor shall obey all traffic laws and comply with all requirements, rules and regulations of the New York Department of Transportation and local authorities having jurisdiction to maintain adequate warning signs, lights, barriers, etc. for the protection of traffic on public roadways.

B. The Contractor's vehicles and mobile equipment shall adhere to the speed limits posted in the Project area. The General Construction Contractor shall post the necessary speed limit signs.

C. The Contractor shall provide flagmen at junctions of public traffic and Contractor vehicles and equipment.

GC-24 BARRICADES, WARNING SIGNS AND LIGHTS

A. Each Contractor shall provide, erect and maintain as necessary for his Work, storing and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise. Sufficient barricades shall be erected and maintained to keep vehicles from being driven on or into Work under construction.

B. Each Contractor shall provide and maintain such other warning signs and barricades in other areas and around their respective Work as may be required for the safety of all those employed in the Work, operation personnel, or those visiting the site.
GC-25 DUST CONTROL AND SPILLAGE

A. Each Contractor shall take all necessary measures to control dust from his operations and to prevent spillage of excavated materials on roads:

B. Each Contractor shall remove all spillage of excavated materials, debris or dust from roads by methods as approved by the Engineer.

C. The General Construction Contractor shall sprinkle calcium chloride at locations and in such quantities and at such frequencies as may be required to control dust as directed by the Engineer.

GC-26 VERMIN CONTROL

All piping duct, conduit, etc., passing through walls, floors, ceiling and / or other solid construction, shall be sealed to prevent the passage of vermin. Seals shall be made by means of rock wool or other approved inert materials, packed sleeves or other approved construction.

GC-27 FIRST AID FACILITIES

The Contractor shall provide at the Site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the Work.

GC-28 LAYOUT AND LEVELS

A. The location of the work is shown on the plans.

1. The Contractor for General Construction Work shall layout the proposed work correctly and shall be responsible for any damage caused to the County due to incorrect laying out of the Work.

2. The Contractor for General construction Work shall verify all grades, lines, levels, and dimensions as shown on the Drawings and he shall report any errors or inconsistencies in them to the Engineer before commencing Work.

3. The Contractor shall use the bench marks furnished to him by the County.

4. The Contractor for General Construction Work shall employ a licensed surveyor to layout work and give levels to which all measurement shall be referred.

5. Each Prime Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence the Contractor shall be charged with the expense an damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

6. Existing or new control points, property markers, and monuments that will be or are destroyed during the normal course of construction shall be reestablished by the General Construction Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the Work shall be made and preserved by the General Construction Contractor.

7. The Engineer may check all or any portion of the Work and the General Construction Contractor shall afford all necessary assistance to the Engineer in carrying out such
checks. Any necessary corrections to the Work shall be immediately made by the General Construction Contractor. Such checking by the Engineer shall not relieve the General Construction Contractor of any responsibilities for the accuracy or completeness of his Work.

B. All other Work:

Each Contractor is responsible for layout of his Work including but not limited to substructures, foundations, manholes, utility lines, equipment pads based upon the reference lines and grades established herein.

1. Contractor shall keep neat legible notes of all measurements and calculations made by him while surveying and laying out the Work.

2. Two copies of all notes and other records shall be furnished to the County monthly. Furnish complete notes upon final completion.

GC-29 CUTTING AND PATCHING

A. Contractor Requirements

1. The Contractors shall perform all cutting and patching necessary for the Work of the Contract in accordance with the requirements of the Drawings and Specifications. Work performed by another contractor shall not be cut or altered without the approval of the Engineer.

2. Before doing any cutting, the Contractor shall obtain the approval of the Engineer as to the location, size and method of making such openings.

3. All cutting, rough patching and finish patching as defined by the Engineer will be performed by each respective Prime Contractor.

4. All cutting shall be performed in such a manner as to limit the extent of patching.

5. All patching shall be done in a manner to match the surrounding existing surfaces as closely as possible.

6. All painted surfaces which are patched shall have the patch painted to match the existing wall surfaces as closely as possible. The Engineer shall be the sole judge of the color/texture match of finish.

7. All holes cut through concrete walls or slabs shall be core drilled unless otherwise specified or shown. Prior to core drilling, Contractor shall drill sufficient number of small exploratory holes to establish that the areas to be core drilled is free of existing embedded conduits. No structural members shall be cut without approval of the Engineer and all such cutting shall be done in a manner directed by him. No holes, except for small screws, may be drilled in beams or other structural members without obtaining prior approval. All work shall be done in a neat manner by mechanics skilled in their trades and as approved.

8. Contractors shall install sleeves for their Work for all pipes and conduits passing through any wall or floor slabs.
B. Errors and Omissions

Details and procedures are as stipulated in Paragraph A of this Article. Contractor responsible for error or omission will be responsible for all costs associated with cutting and patching.

GC-30 OPENINGS AND CHASES

A. Each respective Contractor shall provide all openings and chases in his Work to fit his own Work. All such openings or chases shown on the Contract Drawings, or reasonably implied thereby, or as confirmed or modified by Shop Drawings approved by the Engineer, shall be provided by the Prime Contractor who requires the work.

B. Where equipment frames or supports are to be installed as integral parts of an opening, the opening frames or supports shall be furnished and installed by the Contractors installing the equipment.

C. When required by the Progress Schedule or requested by the General Construction Contractor, the Contractor installing the equipment frames and supports and Contractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc. shall furnish all necessary information and instruction of the required openings, chases, frames, etc. When such items are secured in position by the installing Contractor and just prior to construction of the surrounding slab or wall, the installing Contractor shall ascertain the proper number, locations and settings thereof, so the General Construction Contractor shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.

D. Any cost resulting from correction of defective, ill-timed, or mislocated Work, or for subsequent Work which becomes necessary because of omitted openings, chases, frames, etc., shall be borne by the Contractor responsible therefor. To this end, no Contractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the Work of another Contractor. The nature and extent of any corrective or additional Work shall be subject to the approval of the Engineer following consultation with the Contractor involved.

GC-31 SLEEVES, INSERTS AND WALL CASTINGS

Each Contractor shall furnish and install in place, conduits, outlets, piping sleeves, boxes, inserts, other materials and equipment necessary to be built into Work to be performed by the Contractor for General construction as soon as the requirements of the Progress Schedule require them. All Contractors shall cooperate fully in connection with the performance of the above Work, as cutting into new Work is neither contemplated nor will it be tolerated.

In the event timely delivery of sleeves or other materials cannot be made, if approved by the Engineer, and to avoid delay, the affected Contractor shall arrange to have boxes or forms set at location where piping or other material is to pass through or in slabs, walls or other Work. Upon subsequent installation of sleeves or other material, the General Construction Contractor shall fill around them with materials as required by Contract or by the Engineer. Necessary expenditure incurred for boxing out or filling shall be borne without extra costs to the County by Contractor or Contractors responsible therefore.

GC-32 SCAFFOLDING, RIGGING AND HOISTING

Each Contractor shall furnish all adequately designed scaffolding, rigging, hoisting and services necessary for erection and delivery or removal of any equipment and apparatus under his Contract.
The Contractor shall remove same for Work involved when no longer required. Each Contractor involved in this type of activity shall take all precautions to prevent accidents or damage to persons or property about the Work involved and shall erect and maintain proper warning signs and guard rails.

GC-33 CLEANING

A. Rubbish Removal and Cleaning:

The General Construction Contractor shall remove from the Project, and dispose of, all debris and rubbish resulting from the Work of all Contractors, at least once a week and more often if same interferes with the Work under any contract, plant operations or presents a fire hazard. All debris and rubbish shall be removed from the County property and legally disposed of. Each Contractor shall be responsible for consolidating all debris and rubbish resulting from his Work to one location in his work area. During course of demolition or new construction, the General Construction Contractor shall maintain and keep free of debris or building material all required egress in accord with Fire Safety Regulations and the Nassau County Fire Commission.

B. County's Right to Clean:

Should the Contractor fail, refuse or neglect to remove rubbish and waste materials and temporary Work or clean the building and premises as required herein, then the County may or shall, without obligation to do so, remove and dispose of the said rubbish, waste materials and temporary work, clean the building and premises and deduct the cost thereof from any money due, or to become due, the Contractor under this Contract.

GC-34 (NOT USED)

GC-35 OPERATION AND MAINTENANCE MANUALS

County requirements stipulate time limitations for submittals and approval of operations and maintenance manuals. See Division 1, Special Conditions of the Technical Specifications, for specific requirements.

GC-36 RECORDING DRAWINGS

The County shall furnish to each Prime contractor a set of Mylar reproducible of the Contract Drawings for his Contract.

Each Prime Contractor shall maintain in the construction office at the job a set of prints of the Contract Drawings. A daily record in red pencil shall be kept on these prints of the Work installed and all modifications or changes therein. This set of prints shall be available at all times to the Engineer for inspection.

During the progress of the construction, each Contractor shall transfer once each month all information from field prints to the tracings and submit to the Engineer with his monthly payment request, two (2) prints of the tracings showing the Work completed and highlighting the change made. When roughing is completed, it must be shown. The use of approved shop drawings for record drawings is not acceptable.

Upon completion of all Work each Contractor shall complete the Mylar reproducible and sign them indicating that the Work was installed as shown. One set of paper print shall be submitted to the Engineer for review and acceptance. Upon receipt of the Engineer's acceptance, the Contractor shall submit the Mylar reproducible and one set of paper prints stamped "Record Drawings of
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GENERAL CONDITIONS

Work as Built", stamped and certified and also provide on CD, format as required by the County, computer files of the Record Drawings.

The submission of Record Drawings acceptable to the Engineer as specified herein, shall be a condition precedent to payments to the Contractor that may otherwise be then due.

GC-37 PHOTOGRAPHS

A. The General Construction Contractor shall engage the Services of an experienced photographer, approved by the Commissioner, to take job photographs. The photographer will be required to take preliminary photographs of the site prior to the commencement of work as directed by the Engineer. Subsequent photographs as determined by the Engineer shall be taken during the construction phase. The price bid shall be based on the following:

1. The Photographer shall visit the site and take photographs as directed by the Engineer as the work progresses.

2. Taking of a total of one hundred fifty (150) color photographs, on a monthly frequency basis, for the purpose of this section, a photograph shall be defined as one exposure. The Engineer shall have the right to reject any photograph that is not clear or definitive. Any photograph so rejected shall be subtracted from the total exposure before computations for payment for credit under this section.

3. Supplying three (3) prints and one (1) negative of each photograph. In the event that less than one hundred fifty photographs are required, the Contractor shall credit the County Fifteen Dollars ($15.00) for each photograph under one hundred fifty photographs.

Should more than one hundred fifty photographs be required, the Contractor will be paid Twenty Dollars ($20.00) for each photograph over one hundred fifty photographs.

Three 8" x 10" glossy prints and 4" x 5" negatives of the photograph shall be submitted to the Engineer with the Contractor's monthly estimate. The prints shall be mounted on cloth with a flap for binding and shall have indelibly printed on their reverse side of the following:

Project Name: ____________________________________________
Photo Number: ____________________________________________

View and description, indicating location of camera, general description of what photograph represents and whether this is a preliminary or construction photograph.

The Contractor shall also furnish three hard-back binders to hold all three sets of prints.

No separate payment will be made for job photographs; payment shall be included in the lump sum bid for the General Construction Contract.

GC-38 PROJECT CLOSEOUT

Division 1, Special Conditions, and other provisions of the Technical Specification stipulate requirements for Project closeout. Items such as final cleaning, lubrication survey, spare parts and special tools, equipment start-up services and other items specified are included. Final Payment will be contingent on each Contractor complying with these requirements.
GC-41 NOTIFICATION OF SUBCONTRACTOR

Each Prime Contractor and Subcontractor shall include by reference the EEO clause and applicable bid Conditions in all advertisements or other solicitations for bids, and shall include the EEO clause and applicable Bid Conditions in all contracts.

GC-42 JURISDICTIONAL DISPUTES

It shall be the responsibility of the contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any Work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, date June 1973 including any amendments thereto.

END OF SECTION
SECTION I

SPECIAL CONDITIONS

PART 1 – GENERAL

1.01 General Requirements

A. The work covered under this Contract involves furnishing the necessary labor, materials, tools, equipment and incidentals for encapsulation, enclosure, repair and/or removal of asbestos containing materials (ACM), lead containing materials (LCM), and abatement of exposed hazards at various locations in Nassau County, New York.

B. This contract is intended to cover a number of individual locations dealing with abatement and disposal of ACM and LCM. The County, from time to time, shall identify, by work order, individual work locations and the Contractor shall submit an estimated cost and schedule for each work order. The estimated costs shall be in accordance with the requirements described in SECTION II, Payment Items, and scope of each individual work order as issued by the Commissioner. When agreed to by the Commissioner or his duly authorized representative, the Contractor will be authorized to proceed.

C. The following Article Sections of the Agreement are non-applicable to this Requirements Contract and should be deleted;

- ARTICLE 9. PROGRESS SCHEDULE
- ARTICLE 11. COORDINATION WITH OTHER CONTRACTORS
- ARTICLE 13. LIQUIDATED DAMAGES
- ARTICLE 19. MAINTENANCE/GUARANTEE
- ARTICLE 21. EXTRA WORK
- ARTICLE 22. DISPUTED WORK
- ARTICLE 23. OMITTED WORK
- ARTICLE 33. SUBMISSIONS OF BID BREAKDOWN
- ARTICLE 34. PARTIAL PAYMENTS
- ARTICLE 35. FINAL PAYMENTS
- ARTICLE 36. ACCEPTANCE OF FINAL PAYMENT

D. To assist you in the bid process, we have estimated that the expenditures for the nature of work being bid herein is approximately $450,000 per year. Be advised that this figure is provided for your guidance only and is not to be interpreted as an indication that any specific dollar amount of work is contemplated through the establishment of the Contract being bid at this time.
THE BID BOND SHALL BE IN THE AMOUNT OF $45,000; THE PERFORMANCE BOND SHALL BE IN THE AMOUNT OF $450,000; AND THE LABOR AND MATERIAL BOND SHALL BE IN THE AMOUNT OF $450,000.

1.02 Period Covered

A. This Contract shall be for a term of 730 calendar days from the date set forth in the Contract Start Notice. The Contract may be extended for one (1) year, under the same terms and conditions, upon mutual agreement between the Contractor and the County and upon written authorization from the Commissioner of Public Works.

B. The County reserves the right to cancel this Contract by giving not less than thirty (30) days written notice that, on or after a date therein specified, the Contract shall be deemed terminated and canceled.

1.03 Required Insurances

A. Prior to the execution of this Contract, the Contractor, at his/her own expense, must furnish those insurance policies as indicated in Article 17 of the Agreement and as further described below.

B. The Contractor shall assume all responsibility for the insurance requirements of his subcontractors.

C. In addition to the requirements indicated in Article 17 of the Agreement, the following shall apply:

1. Contractor's Public Liability Insurance -- The policy shall be from an insurance company licensed to do business in the State of New York, and kept in force during the term of this Contract. The policy shall be specifically worded for asbestos and lead liability and on which the Contractor, Department of Public Works and Nassau County are each named insured, including but not limited to the torts and negligence on the Contractor's personnel with the minimum limits of liability as stipulated in Article 48, Schedule of Requirements, of the Agreement.

2. Owner's Contingent Public Liability Insurance -- Such policy shall be obtained from an insurance company licensed to do business in the State of New York, and kept in force during the term of this Contract. The policy of comprehensive and general liability insurance, on which the named insured as indicated above, shall include, but not be limited to, torts and negligence on the Contractor's personnel with the minimum limits of liability as stipulated in Article 48, Schedule of Requirements, of the Agreement.

Page 2 of 6
1.04 Health and Safety Plan

A. The Contractor shall develop and submit to the County a Health and Safety Plan (HASP) which covers the scope of work under this Contract. The HASP shall include, but not be limited to, the following:

1. Procedure for notifications to all regulatory agencies having jurisdiction (i.e. – Police Departments, Fire Departments, Ambulance Services, etc.).

2. Procedure for medical and personnel monitoring

3. Procedure for personnel and equipment decontamination

4. Communication Plan

5. List of personnel protective clothing and respiratory protective equipment to be used.


7. Work plan defining the composition of the work party performing the abatement work and the functions of those persons so assigned to the work party.

8. Listing of emergency phone numbers for Police Department(s), Fire Department(s), Hospital(s), Ambulance Service(s), etc.

1.05 Work Orders

A. No work shall be undertaken nor will any payment be made without a work order issued for the specific abatement activities and signed by the Commissioner or his duly authorized representative.

B. Upon issuance of a work order, the Contractor shall mobilize a qualified and appropriately certified work force of suitable size, properly equipped and with adequate materials and equipment and commence work immediately.

1.06 Qualifications of Bidders

A. Bidders must:

1. Have a minimum of five (5) years experience as a prime contractor in the abatement of ACM and LCM.
2. Have averaged a minimum of $1,500,000 of abatement construction activities per year over the past five (5) years.

3. Must have all applicable Federal, State and Local licenses and certifications to perform asbestos and lead abatement activities and must be in possession of all such licenses and certifications at the time of bid submission.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 Contractors Operations

A. The Contractor shall remove all ACM and LCM as per the work order issued. In the event that the ACM or LCM is not to be removed but encapsulated/encased instead, then a material as specified by the Commissioner, or his duly authorized representative, shall be applied by the Contractor. During the course of these activities the Contractor will be responsible for related work as required.

B. The Contractor shall protect the County’s property from damage and loss arising in connection with this Contract and work activities. He/She shall repair/replace any damage caused by his/her operation except such as caused by agents or employees of the County. He/She shall provide all protection required by any public authority for the safety of the public and building occupants. He/She shall be responsible for all parts of his/her work until such work is accepted by the County.

C. All work to be done in existing buildings or any other work which might affect the operation of the existing building(s) shall be done at the convenience of the County. The County shall be notified of this work in sufficient time so that the proper arrangements may be made.

D. The Contractor shall maintain unobstructed entrance and exit to and from areas of building operations.

E. The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable federal, state and local laws, codes, and regulations.
F. Prior to the issuance of a Work Order, the Contractor must visit the site and shall become familiar with any special conditions at the site which must be considered during his/her work. These conditions include but are not limited to:

1. The possibility of the building heating system(s) remaining in operation during work activities.
2. Limited truck access to work area(s).
3. Sole entrance/exit paths to each work area.
4. Building or structure being occupied and in use by Nassau County personnel or the general public.

G. The Contractor is responsible for restoring the work area and auxiliary areas utilized during his/her activities to conditions equal to or better than original. Any damages (i.e. — paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.) caused during the performance of his/her activities shall be repaired by the Contractor at no additional expense to the County.

H. All equipment, furniture, etc. that is required to be moved by the Contractor for the work to proceed, will be moved back by the Contractor to its original location unless otherwise instructed by the Commissioner.

I. The Contractor shall use the most recent edition of any relevant regulation, document or code when working. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall apply.

J. The Contractor shall, after completion of the work and prior to receiving final payment for the work, submit a final compliance report to the County. This report shall, at a minimum, include: all waste manifests; worker submittals; copies of all OSHA required sampling; corporate asbestos handling license; copy of NYS DOL project notification (if applicable to project); copies of all applicable variances; copy of project log book; and, copies of current insurance certificates.
3.02 Air Monitoring and Sampling

A. Air monitoring, including pre-abatement, abatement and post abatement, will be performed by the County. Final clearance tests will be performed by the County after the Contractor indicates the work area is ready for use.

B. The Contractor will be responsible for air monitoring and sampling for his employees as required by OSHA within the work site or contaminated area(s).

[END OF SECTION]
SECTION II
PAYMENT ITEMS

PART 1 – GENERAL

1.01 Basis of Payment

A. The Contractor is advised that the County may use only one item of work or may use some quantities of all the Contract items.

B. As regards to this Contract, with the exception for Item No.'s where unit price bids are requested for specified range limits, the unit price bid for each item shall pertain in the event that only one unit is used or, if as an example, 100 units are used.

C. For each Work Order, the Contractor shall submit a written scope of work outlining in detail the appropriate items and estimated quantities of each. The proposal shall include the total cost, which is subject to revision depending on actual quantities entailed in the project. The Contractor will be paid on the basis described below. All payment vouchers shall be supported by adequate documentation that verifies that the costs were incurred by the Contractor.

D. The Contractor shall be responsible for and shall include in its unit bid prices any and all fees or charges imposed by Federal, State and Local laws, rules and regulations applicable to the work specified herein.

E. Unit bid prices shall include all costs necessary to perform the work described within the applicable work item including, but not limited to: labor; materials; equipment; disposal; insurance; filing fees; overhead; and, profit.

F. The costs for Contractor’s personnel air testing, in accordance with OSHA regulations, shall be included in the applicable work item unit bid price.

G. The Contractor should note that each Work Order, and the Contractor’s proposal for the same, shall always include a minimum of two (2) bid items: the applicable unit bid price item plus the appropriate mobilization cost, dependent upon the quantity of material being abated (“Small” Project, “Large” Project). The only exceptions shall be when work is to be performed and payment made based upon the Force Account and Minor Mobilization bid items.
Item No. 1A – Mobilization for Minor Asbestos Project

1. **Description** - Under this item, the Contractor shall investigate, inspect, pay any applicable fees, mobilize, set-up temporary utilities/services, construct personal and waste decontamination facilities (if applicable), construct critical barriers, provide/set-up negative air machines, perform all removals of asbestos material (less than 25 l.f./10 s.f.), de-mobilize, and submit post abatement documentation in accordance with the plans, specifications and as ordered by the County Representative for a minor asbestos removal project.

2. **Method of Measurement** - The price bid for this item shall be per each minor asbestos project.

3. **Basis of Payment** – The price bid per each minor asbestos project shall include the cost of furnishing all labor, materials and equipment to complete the work as described above and in accordance with Section III of the Technical Specifications and all applicable Federal, State and Local codes, rules and regulations.

Item No. 1B – Mobilization for Small Asbestos Project

1. **Description** - Under this item, the Contractor shall investigate, inspect, pay any applicable fees, mobilize, set-up temporary utilities/services, construct personal and waste decontamination facility, setup negative air units, and submit post abatement documentation in accordance with the plans, specifications and as ordered by the County Representative for a small asbestos removal project as defined by NYS DOL (Note: does not include pre-cleaning, preparation of work area, removal, and disposal of ACM).

2. **Method of Measurement** - The price bid for this item shall be per each small asbestos project.

3. **Basis of Payment** – The price bid per each small asbestos project shall include the cost of furnishing all labor, materials and equipment to complete the work as described above and in accordance with Section III of the Technical Specifications and all applicable Federal, State and Local codes, rules and regulations.

Item No. 1C – Mobilization for Large Asbestos Project

1. **Description** - Under this item, the Contractor shall investigate, inspect, pay required notification fees, mobilize, set-up temporary utilities/services, construct personal and waste decontamination facility, setup negative air units, and submit post abatement documentation in accordance with the plans, specifications and as ordered by the County Representative for a large asbestos removal project as defined by NYS DOL.
2. **Method of Measurement** - The price bid for this item shall be per each large asbestos project.

3. **Basis of Payment** - The price bid per each large asbestos project shall include the cost of furnishing all labor, materials and equipment to complete the work as described above and in accordance with Section III of the Technical Specifications and all applicable Federal, State and Local codes, rules and regulations (Note: does not include pre-cleaning, removal, and disposal of ACM).

**Item No. 2A - Removal of Asbestos Containing Pipe Insulation (greater than 25 l.f. and less than 260 l.f. – Small Asbestos Project)**

1. **Description** - Under this item, the Contractor shall remove, and dispose of, asbestos containing pipe insulation in accordance with plans, specifications and as ordered by the County representative.

2. **Method of Measurement** - The quantity of asbestos pipe insulation removed for this item shall be calculated by the following method where the Unit Price Bid shall be applied to pipe lengths greater than 25 l.f. and less than 260 l.f.:

   \[ Q = \left(\frac{22}{7}\right) \times D_o \times L_p \]

   Where:  
   - **Q** is the total pipe insulation removed expressed in square feet.  
   - **D_o** is the outside diameter of the pipe insulation expressed in feet.  
   - **L_p** is the length of pipe insulation removed expressed in linear feet.

   **Example:** Removal of 100 l.f. of pipe insulation with a 12" diameter  
   \[ (22/7) \times (12/12) \times 100 \text{ l.f.} = 314.3 \text{ s.f.} \]

   *(NOTE: All outside pipe diameters below 6" will be rounded up establishing 6" as the minimum outside diameter length to be used... a 3" inch diameter pipe will be rounded up to 6")*

3. **Basis of Payment** - The price bid per **square foot (s.f)** for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).
Item No. 2B – Removal of Asbestos Containing Pipe Insulation (greater than 260 L.F. – Large Asbestos Project)

1. **Description** - Under this item, the Contractor shall remove, and dispose of, asbestos containing pipe insulation in accordance with plans, specifications and as ordered by the County representative.

2. **Method of Measurement** – The quantity of asbestos pipe insulation removed for this item shall be calculated by the following method where the Unit Price Bid shall be applied to pipe lengths greater than 260 L.F.

   \[ Q = \frac{(22/7) \times D_o \times L_p}{12} \]

   Where:
   - \( Q \) is the total pipe insulation removed expressed in square feet.
   - \( D_o \) is the outside diameter of the pipe insulation expressed in feet.
   - \( L_p \) is the length of pipe insulation removed expressed in linear feet.

   **Example:** Removal of 1000 L.F of pipe insulation with a 12" diameter
   \( \frac{(22/7) \times (12/12) \times 1000}{12} = 3,142.9 \) s.f.

   **(NOTE: All outside pipe diameters below 6" will be rounded up establishing 6" as the minimum outside diameter length to be used... a 3" inch diameter pipe will be rounded up to 6")**

3. **Basis of Payment** – The price bid per square foot (s.f) for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 3A – Removal of Asbestos Containing Boiler, Breaching, Uptake and Tank Insulation (greater than 10 s.f. and less than 160 s.f. – Small Asbestos Project)

1. **Description** - Under this item, the Contractor shall remove, and dispose of, asbestos containing boiler, breaching, uptake, duct and tank insulation (including calcium silicate block) in accordance with plans, specifications and as ordered by the County Representative.

2. **Method of Measurement** - The quantity of asbestos boiler, breaching, uptake, duct and tank insulation removed for this item shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 10 s.f. and less than 160 s.f. (Small Asbestos Projects).
3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

**Item No. 3B - Removal of Asbestos Containing Boiler, Breach, Uptake and Tank Insulation (greater than 160 s.f. - Large Asbestos Project)**

1. **Description** - Under this item, the Contractor shall remove, and dispose of, asbestos containing boiler, breach, uptake, duct and tank insulation (including calcium silicate block) in accordance with plans, specifications and as ordered by the County Representative.

2. **Method of Measurement** - The quantity of asbestos boiler, breach, uptake, duct and tank insulation removed for this item shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 160 s.f. (Large Asbestos Projects).

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

**Item No. 4A - Removal of Asbestos Containing Surfacing Materials (greater than 10 s.f. less than 160 s.f. - Small Asbestos Project)**

1. **Description** - Under this item, the Contractor shall remove, and dispose of asbestos containing surfacing materials (sprayed on fireproofing, sound proofing, plaster) in accordance with the plans, specifications and as ordered by the County Representative.

2. **Method of Measurement** - The quantity of asbestos containing material removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 10 s.f. and less than 160 s.f. (Small Asbestos Projects).

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).
Item No. 4B – Removal of Asbestos Containing Surfacing Materials
(greater than 160 s.f. less than 500 s.f. - Large Asbestos Project)

1. **Description** – Under this item, the Contractor shall remove, and dispose of asbestos containing surfacing materials (sprayed on fireproofing, sound proofing, plaster), in accordance with the plans, specifications and as ordered by the County Representative.

2. **Method of Measurement** - The quantity of asbestos containing material removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 160 s.f. and less than 500 s.f. (Large Asbestos Projects).

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 4C – Removal of Asbestos Containing Surfacing Materials
(greater than 500 s.f. - Large Asbestos Project)

1. **Description** – Under this item, the Contractor shall remove, and dispose of asbestos containing surfacing materials (sprayed on fireproofing, sound proofing, plaster), in accordance with the plans, specifications and as ordered by the County Representative.

2. **Method of Measurement** - The quantity of asbestos containing material removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 500 s.f. (Large Asbestos Projects).

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).
Item No. 5A – Removal of Asbestos Containing Floor Tiles (greater than 10 s.f. and less than 160 s.f. – Small Asbestos Project)

1. **Description** – Under this item, the contractor shall remove, and dispose of, asbestos containing floor tiles, in accordance with the plans, specifications and as ordered by the County Representative. All floor tile mastics and adhesives shall be manually scraped smooth eliminating any rigid surfaces.

2. **Method of Measurement** – The quantity of asbestos containing floor tile removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 10 s.f. and less than 160 s.f. (Small Asbestos Projects).

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 5B – Removal of Asbestos Containing Floor Tiles (greater than 160 s.f. less than 1,000 s.f. – Large Asbestos Project)

1. **Description** – Under this item, the contractor shall remove, and dispose of, asbestos containing floor tiles, in accordance with the plans, specifications and as ordered by the County Representative. All floor tile mastics and adhesives shall be manually scraped smooth eliminating any rigid surfaces.

2. **Method of Measurement** – The quantity of asbestos containing floor tile removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 160 s.f. and less than 1,000 s.f. (Large Asbestos Projects).

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).
Item No. SC – Removal of Asbestos Containing Floor Tiles
(greater than 1,000 s.f. – Large Asbestos Project)

1. Description – Under this item, the contractor shall remove, and dispose of, asbestos containing floor tiles, in accordance with the plans, specifications and as ordered by the County Representative. All floor tile mastics and adhesives shall be manually scraped smooth eliminating any rigid surfaces.

2. Method of Measurement – The quantity of asbestos containing floor tile removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 1,000 s.f. (Large Asbestos Projects).

3. Basis of Payment - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 6A – Removal of Asbestos Containing Roofing Systems
(greater than 10 s.f. and less than 160 s.f. – Small Project)

1. Description - Under this item, the Contractor shall remove, and dispose of, a single layer asbestos containing roofing system (a single layer roofing system includes stone ballast, built-up roofing or rubber membrane, flashing, insulation, and vapor barrier) in accordance with the plans, specifications, and as ordered by the County Representative.

2. Method of Measurement – The quantity of asbestos containing roofing material removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project) for this item.

NOTE: If any additional roofing system layers, as described above in section 1, are encountered, payment for the removal of each additional layer will be at fifty (50) percent of the unit price bid. Payment for any or all components of a roofing system that is not considered a “layer” as defined in section 1 and as ordered by the County Representative shall be addressed in accordance with Item 9A, Asbestos Abatement Force Account Work.
3. **Basis of Payment** – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of vents, intakes, exhausts, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

**Item No. 6B – Removal of Asbestos Containing Roofing Systems**  
(greater than 160 s.f. and less than 1,000 s.f. – Large Project)

1. **Description** - Under this item, the Contractor shall remove, and dispose of, a single layer asbestos containing roofing system (a single layer roofing system includes stone ballast, built-up roofing or rubber membrane, flashing, insulation, and vapor barrier) in accordance with the plans, specifications, and as ordered by the County Representative.

2. **Method of Measurement** – The quantity of asbestos containing roofing material removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 160 s.f. and less than 1,000 s.f. (Large Asbestos Projects).

**NOTE:** If any additional roofing system layers, as described above in section 1, are encountered, payment for the removal of each additional layer will be at fifty (50) percent of the unit price bid. Payment for any or all components of a roofing system that is not considered a “layer” as defined in section 1 and as ordered by the County Representative shall be addressed in accordance with Item 9A, Asbestos Abatement Force Account Work.

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

**Item No. 6C – Removal of Asbestos Containing Roofing Systems**  
(greater than 1,000 s.f. – Large Project)

1. **Description** - Under this item, the Contractor shall remove, and dispose of, a single layer asbestos containing roofing system (a single layer roofing system includes stone ballast, built-up roofing or rubber membrane, flashing, insulation, and vapor barrier) in accordance with the plans, specifications, and as ordered by the County Representative.
2. **Method of Measurement** – The quantity of asbestos containing roofing material removed shall be calculated in terms of square feet where the Unit Price Bid shall be applied to square footages greater than 1,000 s.f. (Large Asbestos Projects).

**NOTE:** If any additional roofing system layers, as described above in section 1, are encountered, payment for the removal of each additional layer will be at fifty (50) percent of the unit price bid. Payment for any or all components of a roofing system that is not considered a “layer” as defined in section 1 and as ordered by the County Representative shall be addressed in accordance with Item 9A, Asbestos Abatement Force Account Work.

3. **Basis of Payment** - The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

**Item No. 7A – Removal of Asbestos Containing Transite Panels**

1. **Description** – Under this item, the Contractor shall remove, and dispose of, asbestos containing transite panels in accordance with plans, specifications and as ordered by the County Representative.

2. **Method of Measurement** – The quantity of asbestos containing transite panels removed for this item shall be calculated by the following method:

\[ Q = L \times W \]

Where:
- \( Q \) is the total area of panels removed expressed in square feet.
- \( L \) is the length of the area to be removed expressed in feet.
- \( W \) is the width of the area to be removed expressed in feet.

3. **Basis of Payment** – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).
Item No. 8A – Pick-up and Disposal of Gross or Bagged Asbestos Contaminated Debris (Excluding waste generated from items 1A through 7A)

1. **Description** – Under this item, the Contractor shall clean, pick-up (load) and dispose of gross or bagged asbestos containing debris, including HEPA vacuuming and wet wiping of surfaces, in accordance with plans, specifications and as ordered by the County Representative. This item number shall be used in cases where a large amount of asbestos contaminated general construction debris is present.

2. **Method of Measurement** – The quantity of gross or bagged asbestos containing debris cleaned, picked-up and disposed of for this item shall be calculated by filling (loading) standard waste containers of known volume, expressed in cubic yards, and multiplying the unit bid price by the container(s) volume.

3. **Basis of Payment** - The price bid per cubic foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work as described in Section III of the Technical Specifications and all applicable Federal, State, and Local codes, rules and regulations. This includes; preparing the work area (pre-cleaning, plasticizing of walls, floors, and ceilings, etc.); monitoring the work activities (supervision, personnel air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

(NOTE: If work associated with removal of gross contaminated debris is independent from a specific asbestos project, then item numbers 1B and 1C will be applicable and included with the project cost)

Item No. 9A – Asbestos Abatement Force Account Work

1. **Description** – if there are no applicable unit prices for a particular type of asbestos abatement work to be performed under this contract, the Contractor shall proceed with the performance of the work on a Force Account basis.

2. **Method of Measurement** – If no such unit prices are set forth for the work, the cost will be determined by the actual and reasonable cost to the Contractor of necessary materials and the wages of applied labor plus an overhead and profit percentage.

3. **Basis of Payment** – Force account work is to be compensated in the following manner:

   A. **Labor**

      1. The Contractor shall pay wages as in effect per New York Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract.

      2. Total labor costs shall include Workmen’s Compensation Insurance, public liability and property damage insurance, unemployment insurance, required Federal benefits and other payroll taxes and payments required to be made to labor organizations under existing labor agreements.
3. All labor costs shall be substantiated by evidence submitted by the Contractor and found acceptable by the Commissioner.

B. Material

1. The Contractor shall be paid the actual cost of necessary materials, exclusive of sales tax, delivered to the job site for the performance of the work.

C. Subcontractors

1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor. The Contractor may add ten (10) percent to the total of the subcontractor’s labor and material cost as remuneration for administration.

2. Only subcontractors which have received prior approval by the County shall be used in the execution of the Contractor’s work.

D. Equipment

1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with prior approval of the County for use, which is owned by the Contractor, will be paid for at the rate published in the rental Rate Book, exclusive of sales tax.

2. Payment for equipment which is rented (exclusive of hand tools and minor equipment), with the prior approval of the County for use, will be paid for on the basis of submittal of an original paid invoice, including sales tax as may be required by law.

E. Overhead and Profit

1. Fifteen (15) percent of the total of material and labor costs as specified in the foregoing paragraphs as compensation for profit and overhead.

2. This includes all items of profit and all other costs or expenses, including administration, overhead, fees, superintendence, other required insurance, minor equipment, etc.

F. The Contractor shall furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of Force Account work. Original invoices must be submitted to support all requests for payment.
Item No. 10A – Lead Abatement Force Account

1. **Description** – it there are no applicable unit prices for a particular type of lead abatement work to be performed under this contract, the Contractor shall proceed with the performance of the work on a Force account basis.

2. **Method of Measurement** – If no such unit prices are set forth for the work, the cost will be determined by the actual and reasonable cost to the Contractor of necessary materials and the wages of applied labor plus an overhead and profit percentage.

3. **Basis of Payment** – Force account work is to be compensated in the following manner:
   
   **A. Labor**
   
   1. The Contractor shall pay wages as in effect per New York Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract.
   
   2. Total labor costs shall include Workmen’s Compensation Insurance, public liability and property damage insurance, unemployment insurance, required Federal benefits and other payroll taxes and payments required to be made to labor organizations under existing labor agreements.
   
   3. All labor costs shall be substantiated by evidence submitted by the Contractor and found acceptable by the Commissioner.

   **B. Material**
   
   1. The Contractor shall be paid the actual cost of necessary materials, exclusive of sales tax, delivered to the job site for the performance of the work.

   **C. Subcontractors**
   
   1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor. The Contractor may add ten (10) percent to the total of the subcontractor’s labor and material cost as remuneration for administration.
   
   2. Only subcontractors which have received prior approval by the County shall be used in the execution of the Contractor’s work.
D. Equipment

1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with prior approval of the County for use, which is owned by the Contractor, will be paid for at the rate published in the rental Rate Book, exclusive of sales tax.

2. Payment for equipment which is rented (exclusive of hand tools and minor equipment), with the prior approval of the County for use, will be paid for on the basis of submittal of an original paid invoice, including sales tax as may be required by law.

E. Overhead and Profit

1. Fifteen (15) percent of the total of material and labor costs as specified in the foregoing paragraphs as compensation for profit and overhead.

2. This includes all items of profit and all other costs or expenses, including administration, overhead, fees, superintendence, other required insurance, minor equipment, etc.

F. The Contractor shall furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of Force Account work. Original invoices must be submitted to support all requests for payment.

1.02 Request for Payment

A. Payment will be on a work order basis after completion of all work specified therein, or on a monthly basis, subject to the approval of the Commissioner or his duly authorized representative. The Contractor shall prepare a Nassau County Claim Voucher (furnished by the department of Public Works) supported by invoices describing the work done and detailing the applicable quantities and extending the applicable unit bid prices. All costs shall be attested to by a principal of the Contractor's firm. Equipment rentals and material purchases must be supported by original paid invoices secured by the Contractor. With regard to hazardous material disposal, an original copy of the manifest and proof of proper disposal will be required. When approved by Department personnel, the Claim Voucher shall be processed for payment.

[END OF SECTION]
SECTION III

ASBESTOS ABATEMENT

Part 1 – GENERAL

1.01 Work Covered

A. The Project consists of the removal and/or encapsulation of various building components that are determined to be an asbestos containing material (ACM).

1.02 Work Included

A. Furnish all labor, material, supervision, tools and equipment necessary to perform the following:

1. Abatement of all ACM hazards and removal of all waste generated by abatement activities from within the work zones in accordance with all applicable rules and regulations. Such abatement work may include, but is not limited to; vinyl asbestos tile (VAT) and mastic; thermal system insulation; sprayed on fireproofing; roofing materials, and, known miscellaneous asbestos materials.

2. Provisions for continuous on-site supervision by personnel licensed and knowledgeable in all aspects of ACM abatement and disposal.

3. Provisions and maintenance of environmental and personnel protective measures, equipment and procedures at the Work site.

4. Packaging, transport and disposal of all waste generated through ACM abatement activities.

1.03 Contractors Use of Premises

A. Use of Site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

B. Perform the Work so as not to interfere with County's operations.

C. The Contractor will be required to provide advance notice of at least twenty-four (24) hours to all building occupants before beginning abatement activities.

Page 1 of 6
1.04 Submittals

A. Contractor shall submit to the County a copy of his/her Standard Operating Procedure (SOP) for the abatement of ACM. The SOP shall include:

1. Work procedures to minimize exposure to ACM and the release of fibers.
2. Methods for securing the work area to prevent unauthorized entry.
3. Types of protective clothing and respiratory equipment to be utilized during abatement activities.
4. Description of safe work practices, including the exclusion of eating, drinking, and smoking within the work area.
5. Description of methods for packing. Labeling, loading, transporting, documenting, and disposing of hazardous/contaminated materials.
6. Description of emergency evacuation procedures.

B. Prior to the start of any work, the Contractor shall submit to the County a copy of his/her New York State Asbestos Handling License and a copy of the New York State Supervision Certificate for the Contractor's responsible official.

C. During abatement activities, the Contractor shall maintain a Security and Safety Log showing the names of persons entering the work area, date and time of entry and exit, record of any accidents, emergency evacuation and other safety or health related incidents.

D. Contractor shall maintain records of OSHA required Personal Air Samples.

E. Within thirty (30) days of removal from the premises, submit to the Owner the disposal certificate(s) from the disposal site(s) receiving the project waste, stating dates and quantity received.

F. Room Inspection: Inspect all areas in which Work is to be performed. Inspection shall occur in the presence of representatives of the County. Record any existing damage to components, such as walls, doors, windows, carpeting, fixtures, and equipment. Any damaged components found after completion of Work will be repaired at the Contractor’s expense.
1.05 Quality Assurance

A. Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the Contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the Work.

1.06 Applicable Standards, Rules and Regulations

A. All abatement activities shall be performed in accordance with New York State’s Industrial Code Rule 56. Where conflicts between other standards, rules and regulations exist, the most stringent shall apply. Where this document does not address particular issues, terms or items of abatement work, Industrial Code Rule 56 shall apply.

B. Perform all Work in compliance with the most current version of all pertinent laws, rules, and regulations, existing at the time of Work.
PART 2 – PRODUCTS
(Not Used)

PART 3 – EXECUTION

3.01 General Requirements

A. Satisfy all Worker protection requirements in accordance with all applicable Federal, State and Local rules and regulations.

B. Provide protective work clothing and equipment for use by Workers and designated representatives of the Owner including disposable full body coveralls, non skid disposable footwear, respirators and approved cartridges, gloves, hard hats, goggles, change areas, and hand washing facilities.

3.02 Work Zone Isolation and Signage

A. The Contractor shall coordinate with the County areas that are to be locked out during demolition and asbestos abatement. Work area entrances and exits shall be secured by the Contractor. Only the Contractor and the County representative shall be allowed in the removal areas. Anyone entering the work area shall don appropriate respiratory protection and disposable coveralls.

B. Outside of the perimeter barrier and at all entrances and exits to the Work Zone, post signs at such a distance from the area that an employee will read these signs before entering the areas. The signs shall read as follows:

WARNING
ASBESTOS ABATEMENT WORK AREA
DO NOT ENTER
NO SMOKING OR EATING

3.03 Decontamination

A. Construct and operate the Personnel and Waste Decontamination Enclosure Systems in conformance with all applicable rules and regulations. The decontamination units shall be lockable for securing during non-working hours.

Page 4 of 6
3.04 Work Area Ventilation

A. Work area ventilation shall be as specified by Industrial Code 56.

3.05 Work Methods: General

A. Power tools used to drill, cut, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.

B. Provide temporary security and weatherproof protection to insure against damage by leaks or the elements where openings are made in roofs. Temporary protection shall not be removed until openings are properly sealed against the weather and elements with new work.

C. For asbestos material dropped distances greater than ten (10) feet, dust tight enclosed, inclined chutes shall be used.

3.06 Daily Cleaning

A. Clean-up of loose material shall be performed in direct conjunction with abatement activities. In no case shall there be any loose material present at the start or close of each work shift.

B. Accumulations of dust shall be cleaned off surfaces on a daily basis using HEPA vacuum and/or wet cleaning methods.

C. Decontamination enclosures shall be HEPA vacuumed and/or wet cleaned at the end of each shift.

3.07 Final Cleaning

A. Final cleaning shall be in accordance with all applicable requirements of Industrial Code Rule 56.

3.08 Clearance Inspection

A. Clearance Inspection shall be in accordance with all applicable requirements of Industrial Code Rule 56.
3.09 Waste Disposal

A. Contractor shall follow all Federal, State, and Local Regulations for the handling and disposal of construction and demolition debris.

B. Contractor is responsible for categories of waste produced by any Lead Abatement activities to determine which types are hazardous.

1. Contractor shall comply with all Federal, State, and Local Regulations governing hazardous waste transport and disposal.

2. Contractor shall complete hazardous waste manifests for all hazardous waste removed from the project site.

3. Final waste manifests and receipts, signed by the Contractor, transporter and Hazardous Waste Treatment, Storage, and Disposal facility, must be provided to the County within thirty (30) days of removal of waste from the site.

[END OF SECTION]
SECTION IV
LEAD ABATEMENT

Part 1 - GENERAL

1.01 Work Covered

A. The Project consists of the removal and/or encapsulation of various building components that are determined to be lead containing (LCM).

1.02 Work Included

A. Furnish all labor, material, supervision, tools and equipment necessary to perform the following:

1. Abatement of all LCM hazards and removal of all waste generated by abatement activities from within the work zones in accordance with all applicable rules and regulations.

2. Provisions for continuous on-site supervision by personnel licensed and knowledgeable in all aspects of LCM abatement and disposal.

3. Provisions and maintenance for environmental and personnel protective measures, equipment and procedures at the Work Site.

4. Packaging, transport and disposal of all waste generated through LCM Abatement activities.

1.03 Contractors Use of Premises

A. Use of site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

B. Perform the Work so as not to interfere with the County's operations.

C. The Contractor shall be required to provide advance notice of at least twenty-four (24) hours to all building occupants before beginning abatement activities.

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1.04 Submittals

A. The following items shall be submitted to the County for review prior to the commencement of Work:

1. New York State: Any forms required by the State of New York for abatement of LCM.

2. Lead Containing Material Abatement Plan: Submit as a written report.

3. Contractor’s Certification: Any required documentation confirming licensing by New York State Department of labor for lead Abatement Work.

4. Contractor’s Compliance Programs: Submit a copy of the following:
   a) Company’s written respiratory protection and medical surveillance program as per 29 CFR 1910.1025 and 1926.62.
   b) Company’s written compliance program for lead abatement

5. Worker Licensing: Copies of EPA certifications and New York State Department of labor Lead Abatement Worker Certificates for all employees performing the Work.

6. Disposal Site: Submit documentation that all required permits, disposal site locations, and arrangements for transportation and disposal of lead-contaminated waste have been obtained. Submit a written description and blank log forms for contractor’s waste manifest system.

7. Room Inspection: Inspect all areas in which Work is to be performed. Inspection shall occur in the presence of a representative of the County. Record any existing damage to components, such as walls, doors, windows, carpeting, fixtures and equipment. Any damaged components found after completion of Work will be repaired at the Contractor’s expense. Make arrangements for the inspection, notify the participants, record the findings, and issue minutes of the inspection to all participants.

B. Within ten (10) days of removal from the premises, submit to the County the disposal certificate(s) from the disposal site(s) receiving the Project Waste, stating dates and quantities received.
C. During abatement activities, Contractor shall maintain a Security and Safety Log showing the names of persons entering the work area, date and time of entry and exit, record of any accidents emergency evacuation and other safety incidents.

1.05 Quality Assurance:

A. Where methods or procedures are specified, they shall continue minimum measures and shall in no way relieve the Contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the Work.

1.06 Applicable Standards, Rules and Regulations

A. Perform all Work in compliance with the most current version of all pertinent laws, rules, and regulations, existing at the time of the Work, including, but limited to:

1. Code of Federal Regulations
   a. Title 29 CFR Parts 1910.1025 and 1926.62
      [The Occupational Safety and Health (OSHA) Standards]
   b. Title 40 CFR Part 262
      [The Resource Conservation and Recovery Act]
   c. Title 24 CFR Part 35
      [The Lead-Based Paint Hazard Elimination; proposed Rule]
   d. Title 49 CFR Parts 106, 107, and 171-179;
      [The transportation Safety Act of 1974 and the Hazardous Material
      Transportation Act]

2. Applicable Standards
      Protection ANSI Z88.2-1980.
      the Design and Operation of Local Exhaust System.
   c. UL 586 Test Performance of HEPA Filter Units.

B. In the event there is conflict between these provisions, the most stringent one shall apply.
PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 General Requirements

A. Satisfy all work protection requirements in accordance with all applicable Federal, State and Local rules and regulations, including OSHA 29 CFR Part 1926.62.

B. Provide protective clothing and equipment for use by Workers and designated representatives of the Owner including disposable full body coverall, nonskid disposable footwear, respirators and approved cartridges, gloves, hard hats, goggles, change areas, and hand washing facilities.

3.02 Work Zone Isolation and Signage

A. Contractor shall coordinate with the County an area lockout during demolition and lead abatement, Work area entrances and exits shall be secured by the contractor. Only the contractor and the County shall be allowed in the removal areas. Anyone entering the work area shall done appropriate respiratory protection and disposable coveralls.

B. Outside the perimeter barrier and at all entrances and exits to the Work Zone, post signs at such a distance from the area that an employee will read these signs before entering the areas. The signs shall read as follows:

**WARNING**

**LEAD ABATEMENT WORK AREA**

**DO NOT ENTER**

**NO SMOKING OR EATING**

3.03 Decontamination

A. Construct and operate the Personnel and Waste Decontamination Enclosure Systems in conformance with all applicable rules and regulations. Locate decontamination units outside of the Work Zone. The decontamination units shall be lockable for securing during non-work hours.

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3.04 Work Area Ventilation

A. Provide and utilize portable HEPA filtered exhaust units for localized ventilation during abatement activities. The exhaust units shall be in such a number or be rated to ensure that four air changes per hour are provided in the work area where specified.

3.05 Work Methods; General Considerations

A. The following removal procedures shall not be used:

1. Open burning flame
2. Heat guns operating over 1100 Farenheit
3. Un-contained sanding or sand blasting
4. Methylene Chloride Stripper or other non-approved chemical strippers.
5. Use of powered paint removers without HEPA vacuum attachments.

3.06 Daily Cleaning

A. At the end of each work day, rooms or areas in which abatement is performed shall be Hepa vacuumed and wet wiped with all loose debris picked up and properly contained.

B. Contractor shall clean all floor surfaces in work areas where abatement work was performed during the day. The use of non HEPA filtered equipment vacuums is strictly prohibited.

C. Decontamination enclosures shall be HEPA vacuumed and/or wet cleaned at the end of each work shift.

3.07 Final Cleaning

A. Upon completion of all abatement activities, all waste materials shall be removed from the work area.

B. After waste has been removed, the following cleaning sequences shall be followed. Contractor shall pay particular attention to problem areas such as room corners, HVAC grills and ducts, window sills, sashes and wells.

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1. First Cleaning: HEPA vacuum all surfaces (including materials used to isolate the work area, i.e. - polyethylene sheets) starting from the ceiling and working down, clean all surfaces using an approved cleaning solution. Change solution after cleaning each room to prevent spread of contamination.

2. Upon completion of the first cleaning, contractor shall perform a preliminary inspection of the work area. If any visible dust or debris is observed, the contractor shall repeat the first cleaning procedure.

3. Second Cleaning: After allowing all surfaces to dry after the first cleaning, the contractor shall remove all equipment and materials from the work area. HEPA vacuum and then clean surfaces for a second time using approved cleaning solution.

4. Upon completion of second cleaning, request a clearance inspection by the County’s representative.

5. All sponges, rags, mopheads and other materials used in the clean-up must be properly disposed of with other lead contaminated abatement debris.

3.08 Clearance Inspection

A. Contractor shall notify the County a minimum of forty eight (48) hours in advance of for a clearance inspection.

B. The County will perform a visual inspection of the work area to determine if the prescribed cleaning is complete. If the area is not found to be visually clean, the contractor shall be instructed to re-clean the entire work area or the problem areas, at the County’s discretion.

C. If the work is found to be visually clean, the County shall conduct clearance wipe tests in accordance with all regulations and standards of care.

D. Clearance wipe testing shall be less than the following levels or background levels, whichever is lower, before the area shall be accepted by the County.

1. Floors: 200ug/ft^2
2. Window Sills: 500ug/ft^2
3. Window Wells 800ug/ft^2
E. If any of the residual lead levels exceed the clearance criteria, the work area or problem area shall be cleaned again and tested until the clearance criteria are met.

F. Any additional costs incurred by the County due to additional sampling because of clearance test failure shall be borne by the contractor.

3.09 Waste Disposal

A. Contractor shall follow all Federal, State and Local Regulations for the handling and disposal of construction and demolition debris.

B. Contractor is responsible for evaluating all categories of waste produced by any Lead Abatement activities to determine which types are hazardous.

1. Contractor shall comply with all federal, State and Local Regulations governing hazardous waste transport and disposal.

2. Contractor shall complete hazardous waste manifest for all hazardous waste removed from the project site.

3. Final manifests and receipts, signed by the Contractor, transporter and hazardous Waste Treatment, Storage and Disposal (TSD) facility, must be provided to the County within ten 10 days of removal of waste from the site.
SECTION V
CLEANING

PART 1 – GENERAL

1.01 Description

A. Throughout the construction period, the Contractor shall maintain the building and site in a standard of cleanliness as described in this Section.

B. The Contractor shall prevent building areas other than the work area from becoming contaminated with asbestos containing dust or debris. Should areas outside the work area become contaminated with asbestos containing dust or debris as a consequence of the Contractor’s work practices, the Contractor shall be responsible for immediately cleaning these areas in accordance with the procedures of Industrial Code Rule 56 (ICR – 56). All costs incurred in cleaning or otherwise decontaminating non work areas and the contents thereof shall be borne by the Contractor at no additional cost to the County.

1.02 Quality Assurance

A. Inspection

1. Conduct daily inspections, more often if necessary, to verify that requirements of cleanliness are being met and no visible emissions from the work site are evident and there are no breaches in barriers (containment).

B. Codes and Standards

1. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

C. Storage, transport and disposal of contaminated asbestos waste shall be in accordance with all Federal, State, and Local Rules and Regulations.

D. Disposal of Waste

1. Obtain signed waste manifest indicating asbestos waste location (location of facility) and amount of waste in cubic yards.

2. Submit waste manifests to the County with all payment requisitions.
1.03 Asbestos Waste Requirements


Note: Any and all penalties incurred for failure to comply with Local, State and Federal regulations will be the sole responsibility of the Contractor and his Subcontractors. The County claims no responsibility for fines imposed due to the negligence of the Contractor.

B. When presenting ACM for storage at the generation site, the Contractor shall:

1. Wet down the ACM in a manner sufficient to prevent all visible emissions of dust into the air.
2. Seal material in a leak tight container while wet.
3. Keep ACM separate from any other waste.
4. All ACM shall be sealed with generator labels placed on containers (bags).

C. When storing ACM, the Contractor shall:

1. Ensure that the ACM has been sufficiently wetted down in tight container.
2. Re-wet and repackage any damaged containers.
3. Maintain at storage site an adequate supply of amended water.
4. Keep ACM separate from any other waste.
5. Keep ACM in secured, enclosed, and locked container.
6. In no instance shall the Contractor store a quantity of ACM greater than as permitted by applicable Federal, State, and Local Codes, Rules and Regulations.

D. When presenting for transport, the Contractor shall:

1. Ensure that the ACM has been wetted down.
2. Examine the integrity of the container’s airtight seal.
3. Re-wet and repackage any damaged containers

4. Keep waste separate from all other waste.

5. Ensure that person transporting asbestos waste holds a valid permit pursuant to the law.

E. When disposing of ACM, the Contractor shall:

1. Ensure that waste containers are properly labeled according to the National Emission Standards for Hazardous Air Pollutants (NESHAP); The labels shall include the name of the waste generator and location where the waste was generated.

2. No person under any circumstances shall abandon ACM. The same shall be disposed of only by certified persons approved landfills.

3. A waste manifest form will be signed by the Landfill Owner documenting receipt and acceptance of the asbestos containing waste. This manifest will be furnished to the County upon request for payment.

4. It is the responsibility of the Asbestos Contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Asbestos Contractor must comply fully with these regulations and all appropriate U.S. Department of Transportation, EPA and other Federal, State and Local entities regulations and all other current legal requirements.

1.04 Labeling and Identifications

A. The Contractor shall be responsible to identify and re-label all piping, equipment, ductwork, tanks, boiler, breaching, valves, fitting and other appurtenances that have been stripped or otherwise removed during the abatement process. This work must be coordinated and approved by the County Representative and the Facility Manager.

B. Non – Asbestos Stickers

1. Apply non-asbestos stickers to all newly installed, non asbestos insulation

2. Stickers will be 2” x 5” supplied by Contractor subject to approval of the Commissioner.

3. Stickers to be applied as follows:
a. Every twenty (20’) on complete runs of new pipe insulation

b. On new sections of pipe insulation less than twenty feet long.

PART 2 – PRODUCTS

2.01 Cleaning Materials and Equipment

A. Provide all required labor, equipment, and materials needed to maintain the specified standard of cleanliness.

B. Double bag all waste in six mil polyethylene bags for material disposal.

C. Use corrugated cartons or drums for disposal of asbestos containing waste having sharp-edged components (nails, screw, metal lathe, and tin sheeting) that may cut polyethylene bags and sheeting. The waste within the drums or cartons must be double bagged.

D. Transport bagged waste to disposal site in thirty (30) gallon capacity metal or fiber drums with lids, or locked steel dumpsters.

PART 3 – EXECUTION

1.03 Progress Cleaning

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for completion of this work.

3. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in tightly closed and sealed containers as specified in NYS-DOL ICR – 56 code rules.

4. Provide adequate storage for all items awaiting removal from the site. Observe all requirements for fire protection and protection of the environment.
B. Work Areas

1. Daily, and more often if necessary, inspect the work areas and adjoining spaces, and pick up all scrap, debris, and waste material. Remove all such items to the designated location for their storage.

2. Weekly, and more if necessary, inspect the arrangements of materials stored on the site; restack, tidy otherwise, service all arrangements to meet the requirements of sub-paragraph B.1 above.

3. Maintain the site in a neat and orderly condition at all times.

3.02 Initial Cleaning

A. Following careful double bagging of all removed asbestos material, the Contractor shall label bags as required.

B. Plastic barriers shall be carefully removed, folded inward and double bagged for disposal. Critical barriers are not to be removed until work is completed, the work area is cleaned, and air testing has been performed and the work accepted as complete.

C. Hard surfaced flooring such as concrete, terrazzo, VAT, and ceramic tile, shall be wet mopped, allowed to dry, and damp mopped a second time with clean mop heads.

D. Walls, furniture and equipment (which remained in work area during work operations), windows and other surfaces shall be thoroughly cleaned twice with damp cloths.

E. Carpeting shall be cleaned twice with HEPA vacuum cleaners.

F. All surfaces are to be left visually clean.

G. All mop heads and cloth used during cleaning shall be discarded as asbestos waste.

3.03 Final Cleaning

A. Definition

1. Except as otherwise specifically provided “Clean” (for the purpose of this Section) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
5 Should air tests following final clean up indicate a fiber count greater than 0.01 f/cc, the Contractor shall re-clean work areas until additional air tests indicate a fiber count of 0.01 f/cc or less.

B. General

1. Prior to completion of the work, remove all tools, surplus materials, equipment, scrap, debris, and waste from the job site.

2. All cleaning work shall progress as described in NYS DOL ICR – 56.

C. Timing

1. Schedule final cleaning as approved by the County Representative to enable the Project Monitor to inspect and to accept a completely clean project.

[END OF SECTION]
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
C & H Agency
763 Riverview Drive
P.O. Box 324
Totowa, NJ 07511

INSURED
102 Branch Interior Services, Inc.
Branch Services, Inc.
2009 Ninth Avenue
Ronkonkoma, NY 11779

INSURER(S) AFFORDING COVERAGE
INSURER A: Great Divide Insurance Company
25223
INSURER B: Colony Insurance Company
39993
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

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<td>PROJECT</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Insured Schedule, may be attached if more space is needed)
NCDPW is included as Additional Insured with respect to work performed by the Named Insured but only if required by written and signed contract.

CERTIFICATE HOLDER
NCDPW
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
# Certificate of NYS Workers' Compensation Insurance Coverage

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
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</thead>
<tbody>
<tr>
<td>192 Branch Interior Services, Inc.</td>
<td>631-467-6600</td>
</tr>
<tr>
<td>Branch Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>2099 Ninth Avenue</td>
<td></td>
</tr>
<tr>
<td>Ronkonkoma, NY 11779</td>
<td></td>
</tr>
<tr>
<td>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</td>
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<table>
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<tr>
<th>1c. NYS Unemployment Insurance Employer Registration Number of Insured</th>
<th>1d. Federal Employer Identification Number of Insured or Social Security Number</th>
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<tr>
<th>2. Name and Address of Entity Requesting Proof of Coverage</th>
<th>3a. Name of Insurance Carrier</th>
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<tbody>
<tr>
<td>(Entity Being Listed as the Certificate Holder)</td>
<td>Great Divide Insurance Co.</td>
</tr>
<tr>
<td>NCDPW</td>
<td></td>
</tr>
<tr>
<td>1194 Prospect Avenue</td>
<td></td>
</tr>
<tr>
<td>Westbury, NY 11590</td>
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<table>
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<tr>
<th>3b. Policy Number of Entity Listed in Box &quot;1a&quot;</th>
<th>3c. Policy effective period</th>
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<tbody>
<tr>
<td>WCA2020145-13</td>
<td>12/4/2019 to 12/4/2020</td>
</tr>
</tbody>
</table>

| 3d. The Proprietor, Partners or Executive Officers are | |
| Included, (Only check box if all persons/offices included) | |
| All excluded or certain persons/offices excluded | |

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

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

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

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

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: C&H Agency, Inc.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: __________________________
(Signature) 11/20/19
(Data)

Title: Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier: 973-435-3334

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

C-105.2 (9-17) www.wcb.ny.gov
Workers' Compensation Law

Section 67. Restriction on issue of permits and the entering into contracts unless compensation is secured.

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.
## Part 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>192 BRANCH INTERIOR SERVICES, INC.</td>
<td>6314676600</td>
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<tr>
<td>DGA: BRANCH SERVICES</td>
<td></td>
</tr>
<tr>
<td>2099 9TH AVENUE</td>
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</tr>
<tr>
<td>RONKONKOMA, NY 11778</td>
<td></td>
</tr>
<tr>
<td>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</td>
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<tr>
<th>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
<th>3a. Name of Insurance Carrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nassau County DPW</td>
<td>Standard Security Life Insurance Company of New York</td>
</tr>
<tr>
<td>1194 Prospect Avenue</td>
<td></td>
</tr>
<tr>
<td>Westbury, NY 11590</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>3b. Policy Number of Entity Listed in Box &quot;1a&quot;</th>
<th>3c. Policy effective period</th>
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<tbody>
<tr>
<td>D62477-000</td>
<td>7/1/1992 to 10/9/2020</td>
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</table>

4. Policy provides the following benefits:

- [ ] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:

- [ ] A. All of the employer’s employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer’s employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed: 10/11/2019  
By: [Signature]

Telephone Number: (212) 355-4141  
Name and Title: SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier’s authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers’ Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

## Part 2. To be completed by the NYS Workers’ Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers’ Compensation Board

According to information maintained by the NYS Workers’ Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed:  
By: [Signature of Authorized NYS Workers’ Compensation Board Employee]

Telephone Number:  
Name and Title:  

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.
Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8
(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

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

Capital: X

SERVICE: Resurfacing Requirements Contract-H61587-03Q

Contract ID #: H61587-03Q NIFS Entry Date: Term: from to

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<td>2) Comptroller Approval Form Attached: Y</td>
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<td>Addl. Funds:</td>
<td>3) CSEA Agent. § 32 Compliance Attached: Y</td>
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<td>Blanket Resolution:</td>
<td>4) Vendor Ownership &amp; Mgmt. Disclosure Attached: Y</td>
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<tr>
<td>RES#</td>
<td>5) Insurance Required N</td>
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Vendor Info:

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<th>Name: Pratt Brothers, Inc</th>
<th>Vendor ID#:</th>
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<tr>
<td>Address: 45 South Fourth Street Bay Shore NY 11706</td>
<td>Contact Person</td>
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Department:

<table>
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<tr>
<th>Contact Name: JOSE VITERI</th>
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<tbody>
<tr>
<td>Address: NCDPW 1194 Prospect Ave Westbury NY 11590</td>
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<td>Phone: 5165716926</td>
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Routing Slip

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<tr>
<td>County Atty.</td>
<td>Insurance Verification: X</td>
<td>26-MAR-20 -- DMCDERMOTT</td>
</tr>
<tr>
<td>County Atty.</td>
<td>Approval to Form: X</td>
<td>26-MAR-20 -- DMCDERMOTT</td>
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Contract Summary

**Purpose:** 2019 RESURFACING REQUIREMENTS CONTRACT IN THE TOWNS OF HEMPSTEAD, NORTH HEMPSTEAD & OYSTER BAY AND IN THE CITIES OF GLEN COVE & LONG BEACH. Work involves furnishing labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work for various roads in Nassau County.

**Method of Procurement:** The bid was advertised in Newsday (09/04/2019), eProcur (09/04/2019 - 10/08/2019) and NYSCR (09/04/2019 - 10/08/2019).

The Contractor was selected through an open competitive bidding process.

**Procurement History:** The bids were received on October 08, 2019, for the above referenced contract. One bid was received and examined and the contract bid amount of $856,631.24 submitted by Pratt Brothers, Inc. is acceptable as the low bid. Therefore, it is recommended to award the contract to the lowest responsible bidder, Pratt Brothers, Inc.

**Description of General Provisions:** The principal features of the work to be performed under this contract involves labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work at various locations in Nassau County during a thirty-six (36) month period. This is a unit price contract.

**Impact on Funding / Price Analysis:** The bid price of $856,631.24 is 41.03% below the Engineer's Estimate of $1,452,615.96 and is for comparison purposes only. Funding being encumbered will come from approved and available Capital Project Number 61587-03Q. The term of this requirements contract is three (3) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of four (4) years. The maximum expenditures under this Contract, including during the period of any extension options that may be exercised by the Commissioner of the Department, is $16,000,000.00, at $4,000,000.00 per year. Contract has current MWBE utilization at 13.7%

**Change in Contract from Prior Procurement:** This is a New Contract- no prior procurement.

**Recommendation:** (approve as submitted) Approve Contract as submitted

Advisement Information

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<td>Detail:</td>
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</table>
RULES RESOLUTION NO -2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PRATT BROTHERS, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS [“Department”] has received competitive bids for contract H61587-03Q, for 2020 NASSAU COUNTY RESURFACING REQUIREMENTS CONTRACT IN THE TOWNS OF HEMPSTEAD, N. HEMPSTEAD, & OYSTER BAY AND THE CITIES OF GLEN COVE & LONG BEACH, NY [“Contract”], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the Department is representing to the Rules Committee that the term of this requirements contract is three (3) years, with the Department’s option to extend the term of the Contract for an additional one (1) year period for a total Contract term of four (4) years.

WHEREAS, the estimated expenditures under this Contract, including during the period of any extension options that may be exercised by the Commissioner of the Department, is $16,000,000.00, at $4,000,000.00 per year.
WHEREAS, the firm of PRATT BROTHERS, INC.

["Vendor"] has submitted the lowest responsible comparison bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the Commissioner of the Department is recommending to the Rules Committee that the contract be awarded to the vendor; now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.
NIFA
Nassau County Interim Finance Authority

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

1. Vendor: Pratt Brothers, Inc

2. Dollar amount requiring NIFA approval: $16000000
   
   Amount to be encumbered: $4000000

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

3. Contract Term: Thirty-Six (36) months from Execution
   Has work or services on this contract commenced? N

   If yes, please explain:

4. Funding Source:

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

   Is the cash available for the full amount of the contract? N
   If not, will it require a future borrowing? Y

   Has the County Legislature approved the borrowing? Y
   Has NIFA approved the borrowing for this contract? N

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

   Work involves furnishing labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work for various roads in Nassau County

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

   Nassau County Attorney as to form
   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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

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.
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: Pratt Brothers Inc.

CONTRACTOR ADDRESS: 45 South Fourth Street, Bay Shore, NY 11706

FEDERAL TAX ID #: 18-1632294

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 Newsday / NYSCR [newspaper] on 9/4/2019 [date]. The sealed bids were publicly opened on 10/6/2019 [date]. 1 [ #] of sealed bids were received and opened.

II. ☑ The contractor was selected pursuant to a Request for Proposals. The contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date]. [state #] proposals were received and evaluated. The evaluation committee consisted of: [list # of persons on committee and their respective departments]. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

1
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

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. 01/18  3
Certificate of No Change Form

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

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

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

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

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

Name of Submitting Entity: Pratt Brothers Inc.

Vendor's Address: 45 South Fourth Street Bay Shore NY US 11706

Vendor's EIN or TIN: 161620294

Forms Submitted:

Political Campaign Contribution Disclosure Form:
02/13/2020 02:53:08 PM

Lobbyist Registration and Disclosure Form:
02/25/2020 02:47:49 PM

Business History Form certified:
02/25/2020 03:04:02 PM

Consultant’s, Contractor’s, and Vendor’s Disclosure Form:
02/29/2020 02:40:54 PM
Principal Questionnaire(s)
This refers to the most recent principal questionnaire submissions.

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<thead>
<tr>
<th>Principal Name</th>
<th>Date Certified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph M. Williams, Jr., P.E. [<a href="mailto:JWILLIAMS@PRATTBROTHERS.COM">JWILLIAMS@PRATTBROTHERS.COM</a>]</td>
<td>02/25/2020 02:52:28 PM</td>
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<tr>
<td>James J. Pratt, III [<a href="mailto:JPRATT@PRATTBROTHERS.COM">JPRATT@PRATTBROTHERS.COM</a>]</td>
<td>02/25/2020 03:53:08 PM</td>
</tr>
<tr>
<td>Thomas Pratt [<a href="mailto:TPRATT@PRATTBROTHERS.COM">TPRATT@PRATTBROTHERS.COM</a>]</td>
<td>02/25/2020 04:04:47 PM</td>
</tr>
<tr>
<td>Edward McCoy Jr. [<a href="mailto:EMCCOY@PRATTBROTHERS.COM">EMCCOY@PRATTBROTHERS.COM</a>]</td>
<td>02/25/2020 04:21:08 PM</td>
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</table>

I, ___ Joseph M. Williams, Jr., P.E. ___ hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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."

Joseph M. Williams, Jr., P.E.

Name

Sr. Vice President

Title

Pratt Brothers, Inc.

Name of Submitting Entity

03/05/2020 02:02:58 PM

Date
Business History Form

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

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

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

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

Date: 02/26/2019

1) Proposer's Legal Name: Pratt Brothers Inc.

2) Address of Place of Business: 45 South Fourth Street
   City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706
   Country: US

3) Mailing Address (if different): 45 South Fourth Street
   City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706
   Country: US
   Phone: (631) 667-6800

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

4) Dun and Bradstreet number: 176421117

5) Federal I.D. Number: 16-1620294

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES [X] NO If yes, please provide details:
   Shares with Guy Pratt, Inc.

8) Does this business control one or more other businesses?
   YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES [X] NO If yes, please provide details:
   Scotti Materials, Corp.
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 □ X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture, and details of all other bond activities.

11) □ □ X

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
   YES □ NO □ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position or relationship to an affiliated business.
   YES □ NO □ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
   a) Any felony charge pending?
      YES □ NO □ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

   b) Any misdemeanor charge pending?
      YES □ NO □ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☑ X ☑ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☑ X ☑ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☑ X ☑ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☑ X ☑ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:
a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NO CONFLICT EXISTS
(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

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

All employees are required to disclose any current and future conflicts.

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.

Have you previously uploaded the below information under In the Document Vault?
YES [ ] NO X [ ]

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

i) Date of formation:
07/18/2002

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

SEE ATTACHED SHAREHOLDERS WITH PERCENTAGE OWNED

First Name Last Name
James Pratt

MI
J

Suffix
III

Address

City

Country
US

Position
President/Treasurer

First Name Last Name
Thomas Pratt

MI

Address

City

Country
US

Position
Vice President/Secretary

1 File(s) Uploaded: Business History Form Shareholders.docx

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

James J. Pratt, III – President/Treasurer –

Thomas Pratt – Vice President/Secretary –
<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>MI</th>
<th>Suffix</th>
<th>Address [redacted]</th>
<th>City [redacted]</th>
<th>State/Province/Territory [redacted]</th>
<th>Zip/Postal Code [redacted]</th>
<th>Country</th>
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<tr>
<td>Edward</td>
<td>McCoy</td>
<td>P</td>
<td>Jr.</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>US</td>
<td>Vice President</td>
</tr>
<tr>
<td>James</td>
<td>Pratt</td>
<td>J</td>
<td>III</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>US</td>
<td>President/Treasurer</td>
</tr>
<tr>
<td>Thomas</td>
<td>Pratt</td>
<td>M</td>
<td></td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>US</td>
<td>Vice President/Secretary</td>
</tr>
<tr>
<td>Joseph</td>
<td>Williams</td>
<td>M</td>
<td>Jr.</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>[redacted]</td>
<td>US</td>
<td>Sr Vice President</td>
</tr>
</tbody>
</table>

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

1 File(s) Uploaded: PB MAJOR PROJECTS COMPLETED.xls
viii) Copies of all state and local licenses and permits.
## MAJOR PROJECTS COMPLETED

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<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH/ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
</tr>
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<tbody>
<tr>
<td>07-135 Southern State Parkway Suffolk County D260416</td>
<td>New York State DOT</td>
<td>New York State DOT James Eldor</td>
<td>$10,433,621.00</td>
<td>9/15/2009</td>
<td>94%</td>
<td>New York State DOT James Eldor</td>
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<tr>
<td>08-290 County Road 16 Reconstruction, Ronkonkoma No. 5511</td>
<td>Suffolk County DPW</td>
<td>Lockwood, Kessler and Bartlett</td>
<td>$22,641,805.00</td>
<td>7/31/2011</td>
<td>64%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4005</td>
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<tr>
<td>09-077 Milling Requirements - Queens HW2CR09C</td>
<td>City of New York DDC</td>
<td>City of New York DDC</td>
<td>$4,979,762.40</td>
<td>4/30/2011</td>
<td>81%</td>
<td>City of New York Yuliya Rudinova (718) 322-5053</td>
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<tr>
<td>10-268 Culvert Replacement on Valley Stream Road</td>
<td>Village of Valley Stream</td>
<td>Village of Valley Stream</td>
<td>$1,448,380.50</td>
<td>12/31/2011</td>
<td>63%</td>
<td>Village of Valley Stream Tony Cella (616) 592-5105</td>
</tr>
<tr>
<td>10-208 Milling Requirements - Queens HW2CR11C</td>
<td>City of New York DDC</td>
<td>City of New York DDC</td>
<td>$1,971,345.18</td>
<td>8/31/2011</td>
<td>70%</td>
<td>City of New York Patrick Larkin (718) 391-1958</td>
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<tr>
<td>10-300 CR19 Patchogue Holbrook Rd Traffic Calming 3032/5014</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$1,201,304.47</td>
<td>11/15/2011</td>
<td>66%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<tr>
<td>11-289 Sunset Plaza Shopping Center</td>
<td>Deer Park Associates LLC</td>
<td>Sidney B Bowne &amp; Son</td>
<td>$548,035.15</td>
<td>12/31/2011</td>
<td>100%</td>
<td>Deer Park Associates LLC Ben Abrams (631) 667-9575</td>
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<tr>
<td>11-011 Sysco Warehouse Central Islip</td>
<td>Sysco Food Services</td>
<td>Vollmuth &amp; Bush (631) 363-2883</td>
<td>$5,445,493.96</td>
<td>6/30/2012</td>
<td>85%</td>
<td>Sysco Contractors Barney Riley (631) 981-3785</td>
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<td>11-059 CR31 &amp; 104 Intersection Reconstr. Hampton Bays CP5572</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$1,072,863.85</td>
<td>2/17/2012</td>
<td>71%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<td>11-093 Village of Port Jefferson 2011 Road Improvements</td>
<td>Village of Port Jefferson</td>
<td>Dvirka &amp; Bartlucci</td>
<td>$2,761,192.02</td>
<td>7/15/2012</td>
<td>77%</td>
<td>Dvirka &amp; Bartlucci Ed Kozik (516) 364-9890</td>
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<td>11-413 Solar Array Project @ Cohalan Court Complex Central Islip</td>
<td>Enxco Development Co.</td>
<td>Enxco Development Co.</td>
<td>$566,373.28</td>
<td>12/31/2012</td>
<td>100%</td>
<td>Enxco Contracting Corp. Keith Feldman (631) 219-0100</td>
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## MAJOR PROJECTS COMPLETED

<table>
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<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH./ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
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<td>11-335 Solar Array Project @ Riverhead County Complex</td>
<td>Enxco Development Co.</td>
<td>Enxco Development Co.</td>
<td>$ 627,901.15</td>
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<td>Eldor Contracting Corp. Keith Feldman (631) 216-0100</td>
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<td>12-104 New Entrance Roadway For School of Medicine</td>
<td>Hofstra University Richard S Leddy</td>
<td>Cameron Eng &amp; Assoc. Jack Ozyman (516) 827-4900</td>
<td>$ 504,205.00</td>
<td>9/30/2012</td>
<td>60%</td>
<td>Hofstra University Richard S. Leddy (516) 463-5258</td>
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<td>12-174 Home Depot Parking Lot Commack</td>
<td>Home Depot</td>
<td>Home Depot</td>
<td>$ 796,600.90</td>
<td>12/31/2012</td>
<td>100%</td>
<td>Opal Construction Chris Cavoto (631) 242-7440</td>
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<td>09-239 Nassau County DPW Highway &amp; Drainage Req. H963028</td>
<td>Nassau County DPW</td>
<td>Nassau County DPW</td>
<td>$ 1,252,924.00</td>
<td>12/31/2011</td>
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<td>Nassau County DPW (516) 571-6655</td>
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<td>11-359 Suffolk County DPW Storm Water Pollution Remediation Phase 3 CP6239</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$ 1,294,862.00</td>
<td>12/16/2013</td>
<td>90%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<td>11-393 Suffolk County DPW Wicks Road Improvement CP5539</td>
<td>Suffolk County DPW</td>
<td>Nelson &amp; Pope</td>
<td>$ 5,693,653.00</td>
<td>12/31/2013</td>
<td>66%</td>
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<td>12014 Suffolk County DPW CR39 North Road Improvements CP5528</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$ 3,779,594.00</td>
<td>12/31/2013</td>
<td>77%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<td>12-018 Canon Headquarters Phase II - Sitework</td>
<td>Canon USA</td>
<td>Turner Construction</td>
<td>$ 5,583,069.00</td>
<td>11/30/2013</td>
<td>56%</td>
<td>Turner Construction Chris Deschler (212) 229-6000</td>
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<td>12-158 Mall at Bay Plaza Site Work - Bronx, NY</td>
<td>Prestige Properties &amp; Dev. Stantec Consulting Services Inc. (212) 366-5600</td>
<td>$ 1,799,983.00</td>
<td>11/30/2013</td>
<td>98%</td>
<td>Aurora Contractors Jonathan McGowan (631) 981-3785</td>
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<td>12-166 Home Depot Parking Lot Long Island City-Milling/Paving</td>
<td>Home Depot</td>
<td>Home Depot</td>
<td>$ 493,600.00</td>
<td>12/31/2013</td>
<td>100%</td>
<td>Opal Construction Chris Cavoto (631) 242-7440</td>
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<td>13-033 Sheridan Blvd. Drainage Mineola H6052001G</td>
<td>Nassau County DPW</td>
<td>Nassau County DPW</td>
<td>$ 718,259.00</td>
<td>12/31/2013</td>
<td>99%</td>
<td>Nassau County DPW Shila Shah Gavroudias (516) 571-6660</td>
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<td>12-426 Reconstruction of Sound Avenue, CR48</td>
<td>Suffolk County DPW Justin Hipperling P.E. (631) 852-4006</td>
<td>Suffolk County DPW In-House</td>
<td>$ 3,791,800.00</td>
<td>12/31/2014</td>
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<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<td>PROJECT</td>
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<td>Greenport - 5526</td>
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<td>13-055 Lowes of Commack Site Work</td>
<td>Aurora Contractors Barney Riley (631) 981-3765</td>
<td>Rosenbaum Design Group</td>
<td>$3,092,479.00</td>
<td>12/31/2014</td>
<td>80%</td>
<td>Aurora Contractors Barney Riley (631) 981-3765</td>
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<td>13-049 Cleanspan Building Project</td>
<td>Brookhaven Rail Terminal</td>
<td>Brookhaven Rail Terminal</td>
<td>$1,884,905.00</td>
<td>12/31/2014</td>
<td>65%</td>
<td>Brookhaven Rail Term. Andy Kaufman (631) 524-8600</td>
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<tr>
<td>13-089 Foreman and Pump Station - Huntington Sta.</td>
<td>Avalon Bay Communities</td>
<td>Nelson &amp; Pope</td>
<td>$1,023,793.00</td>
<td>12/31/2014</td>
<td>30%</td>
<td>Avalon Bay Communities Matthew Gendron (617) 645-3937</td>
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<td>13-183 Asphalt Paving Huntington Station</td>
<td>Avalon Bay Communities</td>
<td>Nelson &amp; Pope</td>
<td>$1,288,545.00</td>
<td>6/30/2014</td>
<td>95%</td>
<td>Avalon Bay Communities Matthew Gendron (617) 645-3937</td>
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<tr>
<td>13-219 Stony Brook Medical Center East Parking Field Paving</td>
<td>State of New York Dormitory Authority</td>
<td>H2M Architects &amp; Engineers</td>
<td>$670,176.00</td>
<td>12/31/2014</td>
<td>100%</td>
<td>Watral Bros. Inc. Jake Watral (631) 596-8300</td>
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<tr>
<td>13-283 2013 Road Improvements Nassau Avenue</td>
<td>Village of Freeport</td>
<td>Village of Freeport In-House</td>
<td>$1,407,428.00</td>
<td>12/31/2014</td>
<td>73%</td>
<td>Village of Freeport Robert Fisenne P.E. (516) 377-2233</td>
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<tr>
<td>14-306 Green Acres Mall Valley Stream - Parking Field Pavement &amp; Rehab</td>
<td>Green Acres Mall</td>
<td>Savik &amp; Murray LLP</td>
<td>$889,154.46</td>
<td>12/31/2014</td>
<td>95%</td>
<td>Opal Construction Chris Cavoleti (631) 242-7440</td>
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<tr>
<td>13-035 Reconstruction of Rte 347 &amp; 112 D262168</td>
<td>New York State DOT Scalamanndre</td>
<td>New York State DOT</td>
<td>$5,634,311.00</td>
<td>12/31/2015</td>
<td>98%</td>
<td>P. Scalamanndre &amp; Sons Tom Hayes (516) 889-3000</td>
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<td>13-267 Village of Mineola 2013 Road Improvements</td>
<td>Village of Mineola</td>
<td>Dvirka &amp; Bartlucci Christopher Clement (516) 384-9990</td>
<td>$1,654,509.00</td>
<td>12/31/2015</td>
<td>85%</td>
<td>Village of Mineola Thomas Rini (516) 748-0753</td>
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<tr>
<td>14-034 Bridge Rehabilitation Various Locations</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW</td>
<td>$1,848,219.00</td>
<td>12/31/2015</td>
<td>75%</td>
<td>Suffolk County DPW Justin Hippardling (631) 852-4005</td>
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<td>14-084 Lake Success Redevelopment 1 Dakota Drive</td>
<td>We're Associates, Inc.</td>
<td>We're Associates Inc. Gary R. Woska</td>
<td>$2,321,333.00</td>
<td>7/27/2015</td>
<td>55%</td>
<td>We're Associates, Inc. Philip Arnold (516) 931-5322</td>
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<tr>
<td>14-220 2014 Road Improvements</td>
<td>Village of Garden City</td>
<td>Village of Garden City In-House</td>
<td>$4,746,069.00</td>
<td>12/31/2015</td>
<td>70%</td>
<td>Village of Garden City Domenick Stanco (516) 465-4017</td>
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# MAJOR PROJECTS COMPLETED

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<tr>
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<tr>
<td>14-294</td>
<td>LRC Construction LLC</td>
<td>H2M Architects Engrs</td>
<td>$525,000.00</td>
<td>7/27/2015</td>
<td>61%</td>
<td>LRC Construction LLC (914) 773-7700</td>
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<td>15-241</td>
<td>We're Associates Inc.</td>
<td>We're Associates Inc. Gary R Woska</td>
<td>$609,457.00</td>
<td>12/31/2015</td>
<td>85%</td>
<td>We're Associates (516) 931-5322</td>
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<tr>
<td>14-132</td>
<td>Rose Breslin Assoc. LLC</td>
<td>Vollmuth &amp; Brush Jeffrey Vollmuth, P.E. (313) 363-2683</td>
<td>$1,835,000.00</td>
<td>4/30/2016</td>
<td>100%</td>
<td>AVR Realty (914) 965-3990</td>
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<td>14-142</td>
<td>Aurora Contractors Inc. State University of New York at Stony Brook</td>
<td>KSQ Architects, P.C. (914) 662-3700</td>
<td>$1,980,789.00</td>
<td>12/31/2016</td>
<td>87%</td>
<td>Aurora Contractors Frank Vero, Jr. (631) 981-3785</td>
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<td>14-376</td>
<td>Aurora Contractors Inc. State University of New York at Stony Brook</td>
<td>KSQ Architects, P.C. (914) 662-3700</td>
<td>$2,146,774.00</td>
<td>12/31/2016</td>
<td>70%</td>
<td>Aurora Contractors Frank Vero, Jr. (631) 981-3785</td>
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<td>15-017</td>
<td>NYRA Belmont EW Howell Travis Salvo</td>
<td>Dolph Rofford Eng. (914) 631-3600</td>
<td>$538,413.00</td>
<td>9/26/2016</td>
<td>87%</td>
<td>EW Howell Travis Salvo (516) 921-7100</td>
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<td>15-107</td>
<td>Rose Breslin Assoc. LLC</td>
<td>Vollmuth &amp; Brush Jeffrey Vollmuth, P.E. (313) 363-2683</td>
<td>$4,061,454.00</td>
<td>12/31/2016</td>
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<td>AVR Realty (914) 965-3990</td>
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<td>15-315</td>
<td>Village of Floral Park Valente Contracting Corp.</td>
<td>Dvinka &amp; Bartlucci Christopher Clement (516) 364-9880</td>
<td>$1,297,048.00</td>
<td>12/31/2016</td>
<td>95%</td>
<td>Valente Contracting Corp John Valente (516) 743-7533</td>
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<tr>
<td>15-305</td>
<td>Rose Breslin Assoc. LLC</td>
<td>Vollmuth &amp; Brush Jeffrey Vollmuth, P.E. (313) 363-2683</td>
<td>$978,895.00</td>
<td>12/31/2016</td>
<td>100%</td>
<td>AVR Realty (914) 965-3990</td>
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<td>15-181</td>
<td>We're Associates Inc. Philip Arnold</td>
<td>We're Associates Inc. Gary R Woska</td>
<td>$1,423,116.00</td>
<td>4/30/2016</td>
<td>65%</td>
<td>We're Associates Inc. Philip Arnold (516) 931-5322</td>
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<td>15-255</td>
<td>Village of Mineola Valente Contracting Corp.</td>
<td>Dvinka &amp; Bartlucci Christopher Clement (516) 364-9880</td>
<td>$742,821.00</td>
<td>9/28/2016</td>
<td>100%</td>
<td>Valente Contracting Corp John Valente (516) 743-7533</td>
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## MAJOR PROJECTS COMPLETED

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<tbody>
<tr>
<td>16-130</td>
<td>NYSDOT</td>
<td>Stantec Consulting Services Inc.</td>
<td>$ 1,578,526.00</td>
<td>11/30/2016</td>
<td>100%</td>
<td>P. Scalmandre &amp; Sons Tom Hayes (516) 868-3000</td>
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<tr>
<td>LIE Welcome Center</td>
<td>P. Scalmandre &amp; Sons Dix Hills</td>
<td>(212) 366-5600</td>
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<td>16-152</td>
<td>Village of New Hyde Park</td>
<td>Dvinka &amp; Bartlucci Christopher Clement (516) 364-9880</td>
<td>$ 2,127,958.00</td>
<td>12/31/2016</td>
<td>77%</td>
<td>Village of New Hyde Park Tom Gannon (516) 354-0064</td>
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<td>2016 Road Improvements</td>
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<td>16-218</td>
<td>Village of Garden City</td>
<td>Village of Garden City In-House</td>
<td>$ 1,447,250.00</td>
<td>12/31/2016</td>
<td>65%</td>
<td>Village of Garden City Domenick Steno (516) 485-4017</td>
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<tr>
<td>2016 Road Improvements</td>
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<tr>
<td>16-308</td>
<td>Village of Mineola Valente Contracting Corp.</td>
<td>Dvinka &amp; Bartlucci Christopher Clement (516) 364-9880</td>
<td>$ 725,790.00</td>
<td>12/31/2016</td>
<td>100%</td>
<td>Valente Contracting Corp John Valente (516) 748-7933</td>
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<td>2018 Road Improvements</td>
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<td>15-221</td>
<td>Green Acres Adjacent LLC Aurora Contractors Inc.</td>
<td>SPG3 Architects Bruce Keller</td>
<td>$ 6,523,195.00</td>
<td>7/31/2017</td>
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<td>Aurora Contractors Frank Vero, Jr. (631) 581-3765</td>
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<td>Green Acres Commons Valley Stream</td>
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<td>15-243</td>
<td>Green Acres Adjacent LLC Aurora Contractors Inc.</td>
<td>SPG3 Architects Bruce Keller</td>
<td>$ 1,560,864.00</td>
<td>7/31/2017</td>
<td>93%</td>
<td>Aurora Contractors Frank Vero, Jr. (631) 581-3765</td>
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<td>Green Acres Commons Valley Stream - Paving</td>
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<td>15-034</td>
<td>South Side Hospital Schulman Industries Inc. Harry Haralambous</td>
<td>Sidney B. Bowne &amp; Son (516) 746-2350</td>
<td>$ 1,795,825.00</td>
<td>9/30/2017</td>
<td>55%</td>
<td>Schulman Industries Inc Harry Haralambous (631) 499-7974</td>
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<td>1533 &amp; 1963 Union Blvd. Stiework</td>
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<td>16-160</td>
<td>Roslyn UF School District Watral Brothers Inc.</td>
<td>VHB Engineering (631) 234-3444</td>
<td>$ 589,403.00</td>
<td>9/30/2017</td>
<td>98%</td>
<td>Watral Brothers Inc. Jake Watral (631) 586-6300</td>
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<td>Rostyn Schools Paving</td>
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<td>16-358</td>
<td>Northville Industries Corp.</td>
<td>U.N.J Engineering Inc. Edward J. Sapp</td>
<td>$ 786,034.00</td>
<td>12/26/2017</td>
<td>41%</td>
<td>Northville Industries Corp. (631) 475-5060</td>
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<td>Culverts 1 &amp; 2 Holtsville Terminal</td>
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<td>17-273</td>
<td>Northwell Health Inc. Schulman Industries Harry Haralambous</td>
<td>Sidney B. Bowne &amp; Son (516) 746-2350</td>
<td>$ 548,425.00</td>
<td>12/31/2017</td>
<td>70%</td>
<td>Northwell Health Inc. Schulman Industries Harry Haralambous (631) 499-7974</td>
</tr>
<tr>
<td>Parking Lot Construction Union Blvd., Bay Shore</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15-261</td>
<td>Avalon Bay Communities Scott Fadenburg 516-501-6020</td>
<td>VHB Engineering (631) 234-3444</td>
<td>$ 1,501,001.19</td>
<td>1/31/2018</td>
<td>93%</td>
<td>Avalon Bay Communities Scott Fadenburg 516-501-6020</td>
</tr>
<tr>
<td>Avalon at Great Neck Site Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16-048</td>
<td>Avalon Bay Communities Scott Fadenburg 516-501-6020</td>
<td>Nelson &amp; Pope (631) 427-5685</td>
<td>$ 1,373,303.43</td>
<td>1/31/2018</td>
<td>95%</td>
<td>Avalon Bay Communities Scott Fadenburg 516-501-6020</td>
</tr>
<tr>
<td>Avalon Rockville Centre II Stiework</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16-286</td>
<td>Rose Breslin Assoc. LLC c/o AVR Realty</td>
<td>Vollmuth &amp; Brush Jeffrey Vollmuth, P.E. (914) 363-2083</td>
<td>$ 679,748.50</td>
<td>12/31/2018</td>
<td>100%</td>
<td>AVR Realty Tom Perna (914) 865-3960</td>
</tr>
<tr>
<td>Common Area 2 Stiework The Meadows at Yaphank</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17-163</td>
<td>Shoreham Solar Commons LLC Keith Feldmann - Eldor TRC Engineers Inc. (516) 671-3407</td>
<td>$ 2,854,197.00</td>
<td>11/30/2018</td>
<td>90%</td>
<td>Eldor Contracting Corp. Keith Feldmann</td>
<td></td>
</tr>
</tbody>
</table>
## MAJOR PROJECTS COMPLETED

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH/ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commons - Sitework</td>
<td>(631) 218-0100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(631) 218-0100</td>
</tr>
<tr>
<td><strong>17-189</strong></td>
<td>Village of Garden City Valente Contracting Corp.</td>
<td>Village of Garden City In-House</td>
<td>$ 1,049,622.00</td>
<td>12/31/2018</td>
<td>96%</td>
<td>Valente Contracting Corp John Valente (516) 746-7933</td>
</tr>
<tr>
<td>Village of Garden City</td>
<td>John Valente</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Road Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>17-237</strong></td>
<td>Talisen Construction Corp. Joseph Rigazio</td>
<td>Sidney B. Bowne &amp; Son (516) 746-2350</td>
<td>$ 908,330.81</td>
<td>6/30/2018</td>
<td>59%</td>
<td>Talisen Construction Corp. Joseph Rigazio (212) 244-4581</td>
</tr>
<tr>
<td>Northwell Lynbrook Site Work</td>
<td>(212) 244-4581</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>17-347</strong></td>
<td>BDG Farmingdale LLC Mike Christiano</td>
<td>Bohler Engineering Joseph Deal (631) 738-1200</td>
<td>$ 4,327,684.00</td>
<td>12/31/2018</td>
<td>70%</td>
<td>BDG Farmingdale LLC Mike Christiano (516) 624-1948</td>
</tr>
<tr>
<td>Sky Drive Farmingdale Sitework</td>
<td>(516) 624-1948</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. Indicate number of years in business.
   17

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

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.

<table>
<thead>
<tr>
<th>Company</th>
<th>Village of Garden City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Domenick Stance</td>
</tr>
<tr>
<td>Address</td>
<td>351 Steward Avenue</td>
</tr>
<tr>
<td>City</td>
<td>Garden City</td>
</tr>
<tr>
<td>State/Province/Territory</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company</th>
<th>Suffolk County DPW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>William Hillman, P.E.</td>
</tr>
<tr>
<td>Address</td>
<td>335 Yaphank Avenue</td>
</tr>
<tr>
<td>City</td>
<td>Yaphank</td>
</tr>
<tr>
<td>State/Province/Territory</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company</th>
<th>Village of Mineola</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Thomas Rini</td>
</tr>
<tr>
<td>Address</td>
<td>155 Washington Avenue</td>
</tr>
<tr>
<td>City</td>
<td>Mineola</td>
</tr>
<tr>
<td>State/Province/Territory</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>
I, [Joseph M. Williams, Jr., P.E.], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Name of submitting business: Pratt Brothers, Inc.

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

[Signature]

Sr. Vice President

Title

02/25/2020 03:04:02 PM

Date
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?
Laura Curran
Jack Schnirman

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

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

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

Electronically signed and certified at the date and time indicated by:
Joseph M. Williams, Jr., P.E. [JWILLIAMS@PRATTBROTHERS.COM]

Dated: 02/13/2020 02:53:08 PM  Vendor: Pratt Brothers, Inc.

Title: Sr. Vice President
COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

_________________________________________________________________________________

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

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

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

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

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

Joseph M. Williams, Jr., P.E. [JWILLIAMS@PRATTBROTHERS.COM]

Dated: 02/25/2020 02:47:49 PM Vendor: Pratt Brothers, Inc.

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

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

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

**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 M. Williams, Jr., P.E.
   Date of birth: 
   Home address: 
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: US
   Business Address: 45 South Fourth Street
   City: Bay Shore
   State/Province/Territory: NY
   Zip/Postal Code: 11706
   Country: US
   Telephone: (631) 667-6800
   Other present address(es):
   City: Bay Shore
   State/Province/Territory: NY
   Zip/Postal Code: 11706
   Country: US
   Telephone: 6316876800
   List of other addresses and telephone numbers attached

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

<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chairman of Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Exec. Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
<td>07/18/2002</td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] 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 [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? 
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. 
   a. Is there any felony charge pending against you? 
      YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you? 
      YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you? 
      YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y 
      YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? 
      YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   f. In the past 5 years, have you been found in violation of any administrative or statutory charges? 
      YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.
I, [Joseph M. Williams, Jr., P.E.], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION
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Pratt Brothers Inc.

Name of submitting business

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

[Signature]

Sr. Vice President

Title

02/25/2020 02:52:28 PM

Date
PRINCIPAL QUESTIONNAIRE FORM

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

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: James J Pratt, III
   Date of birth: 
   Home address: 
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: US
   Business Address: Pratt Brothers Inc.
   City: 45 South Fourth Street
   State/Province/Territory: NY
   Zip/Postal Code: 11706
   Country: US
   Telephone: 631-667-6800

   Other present address(es):
   City: Bay Shore
   State/Province/Territory: NY
   Zip/Postal Code: 11706
   Country: US
   Telephone: 6316576800

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President: 
   Chairman of Board: 07/18/2002
   Chief Exec. Officer: 
   Chief Financial Officer: 
   Vice President: (Other) 
   Treasurer: 07/18/2002
   Shareholder: 
   Secretary: 
   Partner: 

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X 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 X NO If Yes, provide details.
   As required by bank and bonding company

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES X NO If Yes, provide details.
   Scatt Materials Corp.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES [x] NO [ ] If Yes, provide details.
   Asphalt pickup contracts

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

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?
9.

a. Is there any felony charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
  YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
  YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
  YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.
I, [James J Pratt III], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

Pratt Brothers Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
James J. Pratt, III

President/Treasurer
Title

02/25/2020 03:53:08 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

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

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 Pratt
   Date of birth: 
   Home address: 
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: US
   Business Address: 45 South Fourth Street
   City: Bay Shore
   State/Province/Territory: NY
   Zip/Postal Code: 11706
   Country: US
   Telephone: 631-667-6800
   Other present address(es):
   City: Bay Shore
   State/Province/Territory: NY
   Zip/Postal Code: 11706
   Country: US
   Telephone: 631-5860554
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   Treasurer
   Shareholder
   Secretary
   Partner
   (Other)
   07/18/2002
   07/18/2002

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X 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 X NO If Yes, provide details.
   As required by bank and bonding company

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES X NO If Yes, provide details.
   Scatt Materials Corp.

Page 1 of 5
Rev. 3-2016
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES [X] NO [ ] If Yes, provide details.
   Asphalt pickup contracts

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
9. Is there any felony charge pending against you?
   YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
   YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
   YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
   YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.
I, [Thomas Pratt], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION
A MATERIALY 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.

Pratt Brothers Inc.
Name of submitting business

________________________
Electronically signed and certified at the date and time indicated by:
Thomas Pratt

________________________
Vice President/Secretary
Title

02/25/2020 04:04:47 PM
Date
**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. **Principal Name:** Edward P McCoy Jr  
   **Date of birth:**  
   **Home address:**  
   **City:** [Redacted]  
   **State/Province/Territory:** [Redacted]  
   **Zip/Postal Code:** [Redacted]  
   **Country:** US

   **Business Address:** 45 S. 4th St.  
   **City:** Bay Shore  
   **State/Province/Territory:** NY  
   **Zip/Postal Code:** 11706  
   **Country:** US

   **Telephone:** 631-667-6800

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

   List of other addresses and telephone numbers attached

2. **Positions held in submitting business and starting date of each (check all applicable)**  
   - President  
   - Chairman of Board  
   - Chief Exec. Officer  
   - Chief Financial Officer  
   - Treasurer  
   - Shareholder  
   - Secretary  
   - Partner  
   - Vice President  
   (Other)  
   **01/01/2011**

3. **Do you have an equity interest in the business submitting the questionnaire?**  
   **YES** ☒ **NO** ☐ **X** ☒ If Yes, provide details.

4. **Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?**  
   **YES** ☐ **NO** ☒ **X** ☒ If Yes, provide details.

5. **Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?**  
   **YES** ☐ **NO** ☒ **X** ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
   YES  [ ]  NO  [ ]  X  If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?  
      YES  [ ]  NO  [ ]  X  If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
      YES  [ ]  NO  [ ]  X  If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
      YES  [ ]  NO  [ ]  X  If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
      YES  [ ]  NO  [ ]  X  If yes, provide an explanation of the circumstances and corrective action taken.

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?
9. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.
I, Edward McCoy Jr., hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

Pratt Brothers, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Edward McCoy Jr.

Vice President
Title

02/25/2020 04:21:08 PM
Date
COUNTY OF NASSAU

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

1. Name of the Entity:  Pratt Brothers Inc.

Address:  45 South Fourth Street

City:  Bay Shore  
State/Province/Territory:  NY  
Zip/Postal Code:  11706

Country:  US

2. Entity's Vendor Identification Number:  16-1620294

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

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

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>MI</th>
<th>Suffix</th>
<th>Address</th>
<th>City</th>
<th>State/Province/Territory</th>
<th>Zip/Postal Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph</td>
<td>Williams</td>
<td>M</td>
<td>Jr.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>James</td>
<td>Pratt</td>
<td>J</td>
<td>III</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thomas</td>
<td>Pratt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Edward</td>
<td>McCoy</td>
<td>P</td>
<td>Jr.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

| First Name | James  |
| Last Name  | Pratt  |
| MI         | J      |
| Address    | 92 Huntington Road |
| City       | Garden City |
| Country    | NY     |
| Zip/Postal Code | 11530 |
| Position   | President/Treasurer |

| First Name | Thomas |
| Last Name  | Pratt  |
| MI         |       |
| Address    | 61 Woodland Drive |
| City       | Oyster Bay Cove |
| Country    | NY     |
| Zip/Postal Code | 11771 |
| Position   | Vice President/Secretary |

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.

| Company Name | Scatt Materials Corp. |


7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None.

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

Are there lobbyists involved in this matter?  
YES [ ] NO [X]  

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

Page 2 of 4
(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

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

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

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

Electronically signed and certified at the date and time indicated by: Joseph M. Williams, Jr., P.E.

Dated: 02/21/2020 02:51:30 PM
Title: Sr. Vice President
COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Scott Materials Corp.

Address: 44 South Fourth Street

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

2. Entity's Vendor Identification Number: 11-2607021

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

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

   First Name: Thomas Last Name: Pratt
   MI: Address:  
   City:  
   Country: US Position: President
   Suffix:  
   State/Province/Territory:  
   Zip/Postal Code:  

   First Name: James Last Name: Haney
   MI: Address:  
   City:  
   Country: US Position: Vice President
   Suffix:  
   State/Province/Territory:  
   Zip/Postal Code:  

   First Name: James Last Name: Haney
   MI: Address:  
   City:  
   Country: US Position: Secretary
   Suffix:  
   State/Province/Territory:  
   Zip/Postal Code:  

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

   If none, explain.
No shareholders, members, or partners have been attached to this form.

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

Pratt Brothers, Inc - James J. Pratt, III and Thomas Pratt share ownership as Scatt Materials Corp. will supply asphalt to Pratt Brothers, Inc.

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

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

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

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

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

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

[Signature]

Dated: 02/28/2020 02:22:42 PM

Title: President
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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 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.
COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
    Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: October 29, 2019

SUBJECT: RECOMMENDATION OF AWARD

Contract Number: H61587-03Q
Title: 2019 Nassau County Resurfacing Requirements
Engineer's Estimate: $1,452,615.96
Bids Received On: October 8, 2019

The bids received for the above referenced contract have been examined and the bid submitted by Pratt Brothers, Inc. in the amount of $856,631.24 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Pratt Brothers, Inc. is 41.03% below the engineer’s estimate, and adequate funds are available (Capital Project Number 61587).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

[Signature]
Kenneth G. Arnold
Commissioner

KGA:RM:jd
Attachments

c: Rakhal Maitra, Deputy Commissioner
   Loretta Dionisio, Assistant to Deputy Commissioner
   Richard Jadevaio, Jr., Superintendent of Highway and Drainage Construction
   Jose Viteri, Civil Engineer II

APPROVED: Brian J. Schneider 01/29/19
Deputy County Executive

DISAPPROVED: Brian J. Schneider 01/29/19
Deputy County Executive
COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Kenneth G. Arnold, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: October 24, 2019

SUBJECT: RECOMMENDATION OF AWARD

Contract Number: H61587-03Q

Title: 2019 Nassau County Resurfacing Requirements

Engineer’s Estimate: $1,452,615.96

BIDS RECEIVED ON: October 8, 2019

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by Pratt Brothers, Inc., in the amount of $856,631.24 is acceptable as the lowest responsible bidder.

The low bid by Pratt Brothers, Inc. is 41.03% below the engineer's estimate and adequate funds are available (Capital Project Number 61587). After reviewing all documentation submitted by the contractor, it was found that Pratt Brothers, Inc. meets the required goals for this project. Therefore, it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for her action.

Rakhal Maitra
Deputy Commissioner

RM:jd
Attachments

c: Loretta Dionisio, Assistant to Deputy Commissioner
   Richard Iadevaio Jr., Superintendent of Highway and Drainage Construction
   Jose Vitri, Civil Engineer II
   Priná Kangarc, Office Engineer
COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

TO: Kenneth G. Arnold, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: October 24, 2019

SUBJECT: Low Participation for Resurfacing Contract  
2019 Nassau County Resurfacing Requirements  
Bid Contract No. H61587-03Q

2019 Nassau County Resurfacing Requirements Contract in the Towns of Hempstead, North Hempstead and Oyster Bay and in the Cities of Glen Cove and Long Beach was advertised in Newsday, New York State Contract Reporter (NYSCR) and eProcure on September 4, 2019, with the bid opening on October 8, 2019.

Six (6) vendors viewed Solicitation on eProcure. Four (4) vendors purchased the Contract Documents and one (1) bids was received.

Upon investigating the low participation via inquiry, it has been determined that the general response has been consistent. The general claim is that the contract was released after the contractors had made other commitments and could not dedicate their efforts to the work. One (1) claimed the bid bond was too high for the contractor to bid. Almost all claimed to be too busy to accept yet another contract at this time.

The following are the questions from the Low Vendor Participation memo from Deputy County Executive John Chiara, with responses.

1. Review the specification to ensure that it is not unduly restrictive so as to limit competition. Is any component of the solicitation so restrictive that only one or a small number of vendors is capable of responding to the solicitation? If so, were those vendors notified of the solicitation? Response: the bid was not restrictive; however, there is a limited pool of qualified construction firms that have appropriate staff and resources needed to maintain the level of materials and equipment necessary to meet the requirements of the contract.

2. Was the solicitation advertised and posted on the County website as required? Response: yes.

3. Would we be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, other local media, etc.)? Response: the bid was advertised in NYSCR and Newsday.

4. Was the NIGP commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified? Response: The correct commodity codes were utilized in e-procure, accordingly, the vendors registered for that commodity code received an automatic notification.
Kenneth G. Arnold, Commissioner  
October 24, 2019  
Page two

SUBJECT: Low Participation for Resurfacing Contract  
2019 Nassau County Resurfacing Requirements  
Bid Contract No. H61587-03Q

5. Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) such that the greater vendor participation is not possible? Response: No.

6. Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Typical responses include but are not limited to:

   a. The vendor did not see the advertisement. Response: Six (6) vendors were notified on e-procure, four (4) vendors picked up the bid package.

   b. The vendor does not offer the specified goods/services as a follow-up, ask if the specification is too specific to a competitor’s product (is the specification “brand-specific” or written to one manufacturer’s or service provider’s offering?). Response: The work specification was not too specific so as to restrict participation.

   c. The vendor is too busy with other work at this time. Response: Most vendors contacted stated they were too busy to bid on the work. One (1) stated the bid bond percentage was too high for them.

   d. The vendor is not interested in pursuing a County contract at this time as a follow-up, as to why this is the case. Response: Vendors cited a concern about the amount of work they had at the time of the contract offering.

Rajesh Maitra  
Deputy Commissioner

RM:pl  
c: Jane Houdek, Attorney for Public Works  
Richard ladevaio, Jr., Superintendent of Highway and Drainage Construction  
Jose Viteri, Civil Engineer

APPROVED:  
Kenneth G. Arnold  
Commissioner  
10/22/19

DISAPPROVED:  
Kenneth G. Arnold  
Commissioner
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Insurance</th>
<th>Payment</th>
<th>Bid Amount</th>
<th>Alternate Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pratt Brothers, Inc.</td>
<td>45 South Fourth Street Bay Shore, NY 11700-1210</td>
<td>Philadelphia Indemnity</td>
<td>10% Bid Amount</td>
<td>$556,631.24</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.
COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

TO: Jose Viteri, Civil Engineer II  
FROM: Office of the Commissioner  
DATE: April 3, 2019  
SUBJECT: CSEA Sub-Contracting Approval  
C19-025 – H61587-03Q – 2019 Resurfacing Requirements Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C19-025.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.

Roseann D’Alleva  
Deputy Commissioner

RD:las  
c: Rakhal Maitra, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Jonathan Lesman, Management Analyst II
COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo  

TO: Civil Service Employees Association, Nassau Local 830  
Att: Ronald Gurrieri, Executive Vice President  

FROM: Department of Public Works  

DATE: March 11, 2019  

SUBJECT: CSEA Notification of a Proposed DPW Contract  
2019 Resurfacing Requirements Contract  
Proposed Contract Number: H61587-03Q  

The following notification is to comply with the spirit and intent of Section 32 of the  
County/CSEA contract. It should not be implied that the proposed DPW authorization is for  
work, which has "historically and exclusively been performed by bargaining unit members."  

1. DPW plans to recommend a construction contract for the following services:  
2019 Nassau County Resurfacing Requirements Contract in the Towns of Hempstead,  
North Hempstead & Oyster Bay and in the Cities of Gen Cove & Long Beach, Nassau  
County, New York  

2. The work involves the following:  
Furnishing labor, materials, tools, equipment and incidental as specified for the  
resurfacing of asphalt and/or concrete surfaces and other related work at various locations  
in Nassau County during a thirty-six (36) month period.  

3. An estimate of the cost is: $4,000,000.00 per year  

4. An estimate of the duration is: Thirty-six (36) months  

Should you wish to propose an alternative to the proposed contract/agreement, please respond  
within 10 days to: Department of Public Works, Att: Roseann D’Alleva, Deputy Commissioner,  
telephone 1-0525, fax 1-9657.  

Roseann D’Alleva  
Deputy Commissioner  

RD:RM:ac  
c: Christopher Nicolino, Director, Office of Labor Relations  
Rahoul Maitra, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Vansick, Unit Head, Financial Management Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Jonathan Lesman, Management Analyst II  
Jose Viteri, Civil Engineer II  
Hemant Mathew, Office Engineer
FORM OF BID BOND

IMPORTANT: The bidder shall instruct the Surety Company to USE THIS FORM PROVIDED as the use of ANY OTHER FORM may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned ___________________________,
as Principal; and __________________________________ as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Amount Bid dollars ($) 10% of amount bid ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 4th day of October, 2019

The conditions of this obligation are such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H61937-59Q for the 2019 Resurfacing Requirements Contract in the Towns of Hempstead, North Hempstead, and Oyster Bay and the Cities of Glen Cove and Long Beach, Nassau County

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.
Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Pratt Brothers, Inc.
Contractor

by __________________________ (L.S.)
Joseph M. Williams Jr., P.E.
Senior Vice President

by __________________________ (L.S.)

by __________________________ (L.S.)

(Corporate seal of Contractor
Title if a corporation)

Philadelphia Indemnity Insurance Company

Surety

by __________________________ (L.S.)
Joseph Tantillo Attorney-In-Fact
Title of Officer

Attest: __________________________ (L.S.)
Title of Officer Witness

(Corporate seal of Surety)
(Acknowledgment by Contractor if a corporation)

STATE OF New York

ss.: Suffolk

COUNTY OF Suffolk

On this 7th day of October, 2019, before me personally came Joseph M. Williams Jr., P.E., who, being by me duly sworn, did depose and say for himself, that he resides in the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

(ACKNOWLEDGMENT of NOTARY PUBLIC)

(Certification of Notary Public)

Carole Miller, Notary Public
Notary Public, State of New York
No. 500429
Qualified in Suffolk County
Commission Expires Sept. 28, 2022

STATE OF New York

ss.: Suffolk

COUNTY OF Suffolk

On this 7th day of October, 2019, before me personally came Joseph M. Williams Jr., P.E., who, being by me duly sworn, did depose and say for himself, that he resides in the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF New York

ss.: Suffolk

COUNTY OF Suffolk

On this 7th day of October, 2019, before me personally came Joseph M. Williams Jr., P.E., who, being by me duly sworn, did depose and say for himself, that he resides in the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
STATE OF New York

ss:
COUNTY OF Suffolk

On this 4th day of October, 2019, before me personally came Joseph Tanillo, who being by me duly sworn, did depose and say that he resides in Ronkonkoma, NY

that he is the Attorney-In-Fact of the Philadelphia Indemnity Insurance Company, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Christopher P Catara further said that he is acquainted with Joseph Tanillo and knows him to be the Attorney-In-Fact of said company; that the signature of the said Joseph Tanillo subscribed to the within instrument is in the genuine handwriting of the said Joseph Tanillo and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Christopher P Catara.

Christopher P Catara
Notary Public, State of New York
No. 01CA6176642, Suffolk County
Commission Expires, Nov 5, 2019

Notary Public
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Data Plaza, Suite 100
Data Cynwyd, PA 19024-0599

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Joseph Tantillo and Christopher Carter of Cayuga’s Unlimited, Inc. its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF: PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Signature)

Robert D. O’Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the foregoing instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:
Morgan Krupp

(Notary Seal)

September 25, 2021

I, Edward Savage, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O’Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of said Company this 44th day of October, 2017.

Edward Savage, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(In thousands, except par value and share amounts)

Admitted Assets

<table>
<thead>
<tr>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds (fair value $7,396,118 and $691,401)</td>
<td>$7,018,246</td>
</tr>
<tr>
<td>Preferred stock (fair value $46,924 and $50,134)</td>
<td>46,913</td>
</tr>
<tr>
<td>Common stocks (cost $14,397 and $11,058)</td>
<td>34,853</td>
</tr>
<tr>
<td>Mortgage loans</td>
<td>423,067</td>
</tr>
<tr>
<td>Real estate</td>
<td>1,014</td>
</tr>
<tr>
<td>OTHER INVESTED ASSETS (Cost $211,069 and $224,322)</td>
<td>215,251</td>
</tr>
<tr>
<td>Derivatives</td>
<td>337</td>
</tr>
<tr>
<td>Receivables for cessions sold</td>
<td>1,109</td>
</tr>
<tr>
<td>Cash, cash equivalents and short-term investments</td>
<td>5,698</td>
</tr>
<tr>
<td><strong>Cash and invested assets</strong></td>
<td>7,906,078</td>
</tr>
</tbody>
</table>

Premiums receivable, agents' balances and other receivables | 968,504 | 833,170 |

Reinsurance recoverable on paid losses | 34,094 | 38,955 |

Accrued investment income | 82,756 | 86,098 |

Receivable from affiliates | 6,189 | 6,811 |

Federal income taxes receivable | | (-) 4,889 |

Net deferred tax asset | 121,066 | 113,125 |

Other assets | 3,086 | 3,879 |

**Total admitted assets** | 8,058,184 | 8,053,171 |

Liabilities and Capital and Surplus

Liabilities:

- Net unearned premiums | 4,581,608 | 4,283,695 |
- Reinsurance payable on paid losses | 30,574 | 22,933 |
- Deferred compensation, premiums payable | 40,591 | 80,092 |
- Committals payable, contingent commissions and other similar charges | 234,651 | 225,361 |
- Reserve for unearned losses payable | 3,141 | |
- Bonds held | 61,584 | 83,569 |
- Accrued expenses and other liabilities | 37,522 | 38,830 |
- Payable to affiliates | 33,149 | 10,761 |
- Provision for reinsurance | |
- Payable for purchased policies | 20,241 | 81,459 |

**Total liabilities** | 6,088,703 | 6,335,802 |

Capital:

Common stock, par value of $10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding | 4,500 | 4,500 |

Surplus:

Gross paid-in and contributed surplus | 385,071 | 385,071 |

Unassigned surplus | 1,278,010 | 1,925,798 |

**Total surplus** | 2,663,081 | 2,311,869 |

**Total capital and surplus** | 2,708,152 | 2,415,871 |

**Total liabilities and capital and surplus** | 8,058,184 | 8,053,171 |

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable to the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of the financial position of the said Company as of December 31, 2018.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Kimberly A. Kossiecik, Notary Public
Levering-Morton Twp., Montgomery County
My Commission Expires June 10, 2020

ACKNOWLEDGMENT OF SERVICE OF PAPER

Sworn to before me this 21st day of May, 2019.

Kimberly Kossiecik, Notary
CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bala Cynwyd, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,316,369,181 (Capital $4,500,000) as is shown by its sworn financial statement for Year-End as of December 31, 2017, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April, 2018

Maria T. Vullo
Superintendent

By Jacqueline Catalfamo
Special Deputy Superintendent

www.dfs.ny.gov
PROPOSAL

To the County of Nassau
2019 NAUSSAU COUNTY RESURFACING
REQUIREMENTS CONTRACT IN THE TOWNS OF
HEMPESTADE, NORTH HEMPESTADE & OYSTER BAY AND IN
THE CITIES OF GLEN COVE & LONG BEACH

Contract No. H61587-03Q

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and
the Instructions to Bidders relating thereto, the undersigned hereby
proposes to furnish all plant, labor, materials, supplies, equipment
and other facilities necessary or proper for or incidental to the
above Contract, as required by and in strict accordance with the plans
and specifications for the amount named in the proposal hereinafter
described.

In making this proposal the Bidder hereby declares that the
Addenda which has been issued by the County of Nassau and has been
received by him, that all provisions thereof have been complied with
in preparing his bids.

Name of Bidder: Pratt Brothers, Inc.

(Individual, Firm or Corporation, as case may be)

Bidder's Address: 45 South Fourth Street, Bay Shore, NY 11706

Telephone: 631-667-6800 Date: October 7, 2019

FAX Tele: 631-289-6119 E-Mail: jwilliams@prattbrothers.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: James J. Pratt, III

President's Domicile: 

Name of Vice Pres: Thomas Pratt

Vice Pres's Domicile: 

Corporate Officer: Joseph M. Williams, Jr., P.E. Title: Sr. Vice President

Corporate Officer's Domicile: 

Corporate Officer: Edward P. McCoy, Jr. Title: Vice President

Corporate Officer's Domicile: 

Nassau County DPW

41 of 382

Contract No. H61587-03Q
THE FOLLOWING PARAGRAPHS ARE APPLICABLE TO THE CONTRACT

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.
INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm’s having an approved State of New York Apprenticeship Training Program.
<table>
<thead>
<tr>
<th>Item Number</th>
<th>Estimate of Quantities</th>
<th>Items with unit bid price written in words.</th>
<th>Unit Bid Price</th>
<th>Amount Bid</th>
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<tbody>
<tr>
<td>1X</td>
<td>50.00</td>
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<td>4.00</td>
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<td>FOR FOUR DOLLARS NO CENTS</td>
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<tr>
<td></td>
<td></td>
<td>PER Sq Yd</td>
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<td>25.00</td>
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<tr>
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<td></td>
<td>PER Cu Yd</td>
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<td>100.00</td>
<td>Cu Yd, Unclassified Excavation (26-100 Cu Yd)</td>
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<td></td>
<td>PER Cu Yd</td>
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<tr>
<td>2-C</td>
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<td>Cu Yd, Unclassified Excavation 101 Cu Yd &amp; Over</td>
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<td>FOR SEVENTY FIVE DOLLARS NO CENTS</td>
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<tr>
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<td></td>
<td>PER Cu Yd</td>
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<tr>
<td>3-A</td>
<td>25.00</td>
<td>Cu Yd, Trench Culvert &amp; Bridge Excavation (0-25 Cu Yd)</td>
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<td>PER Cu Yd</td>
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<td>3-B</td>
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<td>Trench &amp; Culvert Excavation (26-100 Cu Yd) FOR TWELVE DOLLARS NO CENTS</td>
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<td>2,000.00</td>
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<td>4A</td>
<td>25.00 Sq Yd</td>
<td>Cement Concrete Breaking Pavement FOR TEN DOLLARS NO CENTS</td>
<td>10.000</td>
<td>250.00</td>
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<tr>
<td>4B</td>
<td>25.00 Cu Yd</td>
<td>Cement Concrete Breaking Structures FOR ZERO DOLLARS ONE CENT</td>
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<td>5B</td>
<td>20.00 Cu Yd</td>
<td>Borrow Fill FOR ZERO DOLLARS ONE CENT</td>
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<td>5C</td>
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<td>PER CYM</td>
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<td>PER Sq Yd</td>
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<td>9</td>
<td>50.00 Cu Yd, Topsoil</td>
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<td></td>
<td></td>
<td>PER Cu Yd</td>
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<td>9R</td>
<td>50.00 Cu Yd, Topsoil Rehandled</td>
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<td></td>
<td></td>
<td>PER Cu Yd</td>
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<td>Amount Bid</td>
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<tr>
<td>10A</td>
<td>50.00</td>
<td>Sq Ft, Temporary Sheeting FOR ZERO DOLLARS ONE CENT PER Sq Ft</td>
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<td>10A-1</td>
<td>50.00</td>
<td>Sq Ft, Excavation Protection System FOR ZERO DOLLARS ONE CENT PER Sq Ft</td>
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<td>12A-4-12</td>
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<td>Lin Ft, 12&quot; RCP Class IV FOR ZERO DOLLARS ONE CENT PER Lin Ft</td>
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<td>12A-4-18</td>
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<td>Lin Ft, 18&quot; RCP Class IV FOR ZERO DOLLARS ONE CENT PER Lin Ft</td>
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<thead>
<tr>
<th>Item Number</th>
<th>Estimate of Quantities</th>
<th>Unit Bid Price</th>
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<tbody>
<tr>
<td>12B-12</td>
<td>Each , 12&quot; RCP End Section</td>
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<tr>
<td>12B-15</td>
<td>Each , 15&quot; RCP End Section</td>
<td>0.010</td>
<td>0.02</td>
</tr>
<tr>
<td>12B-18</td>
<td>Each , 18&quot; RCP End Sections</td>
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<td>12DIP-12</td>
<td>Lin Ft , 12&quot; DIP</td>
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<tr>
<td>12DIP-14</td>
<td>Lin Ft , 14&quot; DIP</td>
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<tr>
<td>Item Number</td>
<td>Estimate of Quantities</td>
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<tr>
<td>12DIP-16</td>
<td>10.00 Lin Ft , 16&quot; DIP</td>
<td>FOR ZERO DOLLARS ONE CENT:</td>
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<tr>
<td>12H</td>
<td>100.00 Lin Ft , Cleaning Existing Drainage System</td>
<td>FOR THIRTY DOLLARS NO CENTS</td>
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<tr>
<td>13A</td>
<td>10.00 Cu Yd , Catch Basins.</td>
<td>FOR ONE THOUSAND SIX HUNDRED DOLLARS NO CENTS</td>
<td>1,600.00</td>
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<tr>
<td>13B</td>
<td>10.00 Cu Yd , Manholes</td>
<td>FOR ONE THOUSAND TWO HUNDRED DOLLARS NO CENTS</td>
<td>1,200.00</td>
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<tr>
<td>13C</td>
<td>2.00 Each , Area Drain</td>
<td>FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
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<table>
<thead>
<tr>
<th>Item Number</th>
<th>Estimate of Quantities</th>
<th>Items with unit bid price written in words</th>
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<tbody>
<tr>
<td>14</td>
<td>10.00 Each</td>
<td>Connections to Existing Drainage Facilities FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
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<tr>
<td>15</td>
<td>1.00 Each</td>
<td>Altering Catch Basins                    FOR FOUR THOUSAND DOLLARS NO CENTS</td>
<td>4,000.00</td>
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<tr>
<td>15X</td>
<td>10.00 Each</td>
<td>Rehabilitation of Catch Basins           FOR FOUR THOUSAND DOLLARS NO CENTS</td>
<td>4,000.00</td>
<td>40,000.00</td>
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<tr>
<td>16A</td>
<td>5.00 Each</td>
<td>Altering Brick Manholes Corbel Top with Frame Head FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
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<tr>
<td>16B</td>
<td>5.00 Each</td>
<td>Altering Brick Manholes Slab Top with Ring Head FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
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<tr>
<td>Item Number</td>
<td>Estimate of Quantities</td>
<td>Items with unit bid price written in words</td>
<td>Unit Bid Price</td>
<td>Amount Bid</td>
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<tr>
<td>16C</td>
<td>5.00 Each</td>
<td>Altering Brick Manholes Slab Top with Ring Head FOR ZERO DOLLARS ONE CENT</td>
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<td>16SS-1</td>
<td>10.00 Each</td>
<td>Change Elevation of SSMH Minor Adj FOR ZERO DOLLARS ONE CENT</td>
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<td>16SS-2</td>
<td>10.00 Each</td>
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<td>16SS-4</td>
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<tr>
<th>Item Number</th>
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<tbody>
<tr>
<td>16X-</td>
<td>Each 10.00</td>
<td>Altering Brick Manholes FOR ONE THOUSAND FIVE HUNDRED DOLLARS NO CENTS</td>
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<td>17A-A</td>
<td>Cu Yd 25.00</td>
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<td>17A-B</td>
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<td>Cu Yd 200.00</td>
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<td>PER Cu Yd</td>
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<td>PER Ton</td>
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<td>22C-B</td>
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<td><strong>PER Ton</strong></td>
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<tr>
<td>22C-C</td>
<td>100.00 Tons</td>
<td>Base Asphalt (51-100 Tons)</td>
<td><strong>ONE HUNDRED FIFTY DOLLARS NO CENTS</strong></td>
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<tr>
<td>22C-D</td>
<td>500.00 Tons</td>
<td>Base Asphalt 101 tons &amp; over</td>
<td><strong>ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</strong></td>
<td>125.00</td>
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<td>24</td>
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<td>24V</td>
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<td>Concrete Valley Gutter</td>
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<tr>
<td>26</td>
<td>Lin Ft</td>
<td>CONCRETE CURB</td>
<td>40.00</td>
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<td>26CG</td>
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<td>26CW</td>
<td>Lin Ft</td>
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<td>Lin Ft</td>
<td>PARKING LOT CURB</td>
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<td>26S</td>
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<td>26SP-C</td>
<td>50.00 Lin Ft, Concrete Curb Type C</td>
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<td>27</td>
<td>500.00 Sq Ft, Concrete Sidewalk</td>
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<td>12.000</td>
<td>6,000.00</td>
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<td>27DW</td>
<td>100.00 Sq Ft, Detectable Warning Surface</td>
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<td>100.00 Lin Ft, Concrete Mow Strip 18&quot; Wide</td>
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<td></td>
<td>PER Lin Ft</td>
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<tr>
<td>32A</td>
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<tr>
<td>32B</td>
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<td>32X-1</td>
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<td>Load Transfer Device for Conc Pvmnt Repairs</td>
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<td>Lb 1,000.00, Misc Metals FOR TWO DOLLARS NO CENTS</td>
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<td>Lin Ft 100.00, Retaining Guide Wall FOR THIRTY DOLLARS NO CENTS</td>
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<td>Lin Ft 100.00, Timber Guide Rail FOR ZERO DOLLARS ONE CENT</td>
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<td>36C</td>
<td>Ton 100.00, Asphalt Truing &amp; Leveling Type 1A FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</td>
<td>125.00</td>
<td>12,500.00</td>
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<tr>
<td>36CX</td>
<td>100.00 Ton</td>
<td>Asphalt Truing &amp; Leveling Type 1A, For Cracks in Asphalt Pavement</td>
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<tr>
<td>36D</td>
<td>100.00 Ton</td>
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<tr>
<td>35DRAR-S-A</td>
<td>25.00 Tons</td>
<td>Rut Avoidance Asphalt Type 1A, Top RA Resurfacing Special (0-25 Tons)</td>
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<td>36DRAR-S-C</td>
<td>100.00 Tons</td>
<td>Rut Avoidance Asphalt Type 1A, Top RA Resurfacing Special (51-100 Tons)</td>
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<td>36DRAR-S-D</td>
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<td>Rut Avoidance Asphalt Concrete Type 1A Top RA Resurfacing Special (1) PER Tons FOR ONE HUNDRED SEVENTY FIVE DOLLARS NO CENTS</td>
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<td>36HMA</td>
<td>100.00 Ton</td>
<td>8.5 F-1 top Course 70 Series Compaction PER Ton FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</td>
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<td>36PAP</td>
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<td>Pervious Asphalt Pavement PER Sq Yd FOR TEN DOLLARS NO CENTS</td>
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<td>36T</td>
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<td>42-1</td>
<td>100.00 Lin. Feet</td>
<td>Concrete Median Barrier PER Lin. Feet FOR FIFTY DOLLARS NO CENTS</td>
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<td>42-2</td>
<td>Each 2.00</td>
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<td>FOR ZERO DOLLARS ONE CENT</td>
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<td>PER Each</td>
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<td>42-3</td>
<td>Lin. Feet 100.00</td>
<td>Half Section Concrete Median Barrier</td>
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<td>58A</td>
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<td>Sawcutting Existing Non Roadway Asphalt</td>
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<td>PER Lin. Ft</td>
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<tr>
<td>58RPC</td>
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<td>PER Lin. Ft</td>
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<td>102PVMS</td>
<td>Day 100.00, Portable Variable Message Sign</td>
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<td>Cleaning Filling &amp; Sealing Existing Joints and Cracks in Asphalt Pavement FOR FIVE DOLLARS NO CENTS</td>
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<td>110</td>
<td>1.00 Cu Ft</td>
<td>Masonry Pipe Plugs FOR ZERO DOLLARS ONE CENT</td>
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<td>111</td>
<td>100.00 Sq Yd</td>
<td>Removal &amp; Replacement of Pavement FOR ONE HUNDRED DOLLARS NO CENTS</td>
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<td>111P</td>
<td>10.00 Sq Yd</td>
<td>Removal &amp; Replacement of Asphalt Covered Pathways FOR ONE HUNDRED DOLLARS NO CENTS</td>
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<td>112</td>
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<td>Adjusting Manholes FOR TWO HUNDRED DOLLARS NO CENTS</td>
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<td>113</td>
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<td>Adjustment of Surface Inlets</td>
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<td>114</td>
<td>10.00 Each</td>
<td>Adjustment of Water Valve Box Elevation</td>
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<td>PER Lin Ft</td>
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<td>116A</td>
<td>100.00 Sq Yd</td>
<td>Profiling &amp; Removal of Asphalt Pavement Paving by Contractor will Follow</td>
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<tr>
<td>116AM</td>
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<td>Profiling &amp; Removal of Asphalt Paving by Others will Follow</td>
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<td>PROFILING &amp; REMOVAL OF CONCRETE PAVEMENT FOR TEN DOLLARS NO CENTS PER Sq Yd</td>
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<td>1171-6</td>
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<td>TEMPORARY FENCE 6'-0&quot; HIGH FOR ZERO DOLLARS ONE CENT PER Lin Ft</td>
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<td>121</td>
<td>Cu Yd</td>
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<td>DRYBOUND BASE COURSE FOR SIXTY DOLLARS NO CENTS PER Cu Yd</td>
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<td>122</td>
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<td>TEST HOLES FOR FIVE HUNDRED DOLLARS NO CENTS PER Each</td>
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<td>125</td>
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<td>126A</td>
<td>50.00 Lin Ft</td>
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<td>126B</td>
<td>50.00 Lin Ft</td>
<td>Reset Existing Stone Block Curb FOR TEN DOLLARS NO CENTS PER Lin Ft</td>
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<td>129</td>
<td>50.00 Cu Yds</td>
<td>Cement Concrete pavement Repairs FOR ONE THOUSAND FIVE HUNDRED DOLLARS NO CENTS PER Cu Yds</td>
<td>1,500.00</td>
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<td>132</td>
<td>50.00 Each</td>
<td>Pliable Raised Reflectorized Pavement Markers FOR SEVENTY FIVE DOLLARS NO CENTS PER Each</td>
<td>75.00</td>
<td>3,750.00</td>
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<tr>
<td>133A</td>
<td>10.00 Lin Ft</td>
<td>Cleaning &amp; Resealing of Longitudinal Joints in PCC Pavement FOR TEN DOLLARS NO CENTS PER Lin Ft</td>
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<td>133B</td>
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<td>Sealing of Transverse Joints in Cement Concrete Pavement FOR TEN DOLLARS NO CENTS</td>
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<td>134</td>
<td>10.00</td>
<td>Sawing &amp; Sealing Bituminous Concrete Overlays FOR TEN DOLLARS NO CENTS</td>
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<td>136S</td>
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<td>152</td>
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<td>216</td>
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<tr>
<td>372C</td>
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<td>372D</td>
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<td>PER Each</td>
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<td>Furnish &amp; Install Loop Wire FOR FOUR DOLLARS NO CENTS PER Lin Ft</td>
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<tr>
<td>422LS.</td>
<td>Lin Ft 100.00</td>
<td>Furnish &amp; Install Loop Saw Cut FOR THIRTY DOLLARS NO CENTS PER Lin Ft</td>
<td>30.000</td>
<td>3,000.00</td>
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<tr>
<td>424-21</td>
<td>Each 2.00</td>
<td>Remove Single Lane Magnetic Detector FOR ZERO DOLLARS ONE CENT PER Each</td>
<td>0.010</td>
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<tr>
<td>424-22</td>
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<td>424-25</td>
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<td>424-26</td>
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<td>Remove Multi-Lane Magnetic Vehicle Detector PER Each</td>
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<td>Each, White Epoxy Reflectorized Pavement Letters - 20 Mils (Wet Night Visibility) FOR ONE HUNDRED FIFTY DOLLARS NO CENTS</td>
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<td>Each, White Epoxy Reflectorized Pavement Symbols - 20 Mils (Wet Night Visibility) FOR TWO HUNDRED DOLLARS NO CENTS</td>
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<tr>
<td></td>
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<td>FOR TWO HUNDRED DOLLARS NO CENTS</td>
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<td>PER Each</td>
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<tr>
<td>744</td>
<td>1.00</td>
<td>LS, Force Account Work FOR ONE HUNDRED THOUSAND DOLLARS NO CENTS</td>
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<td>PER LS</td>
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<td>762</td>
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<td>LB, Integral Color Pigment for Cement Concrete FOR ZERO DOLLARS ONE CENT</td>
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<td></td>
<td>PER LB</td>
<td>0.010</td>
<td>1.00</td>
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<tr>
<td>763</td>
<td>100.00</td>
<td>Sq Ft, imprinting on Cement Concrete Pavement or Sidewalks FOR ZERO DOLLARS ONE CENT</td>
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<td></td>
<td></td>
<td>PER Sq Ft</td>
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<tr>
<td>764</td>
<td>100.00</td>
<td>Sq Ft, Colored &amp; Imprinted Asphalt FOR ZERO DOLLARS ONE CENT</td>
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<td></td>
<td></td>
<td>PER Sq Ft</td>
<td>0.010</td>
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<td>Item Number</td>
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<tr>
<td>765</td>
<td>2.00 Each</td>
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<td>Type A Catch Basin Insert Filter Type Combination Inlet FOR: ZERO DOLLARS ONE CENT PER Each</td>
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<td>Type A Catch Basin Insert Sediment Control type Combination Inlet FOR: ZERO DOLLARS ONE CENT PER Each</td>
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<td>770B</td>
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<td>Type B Catch Basin Insert Sediment Control Type Curb Inlet Only FOR: ZERO DOLLARS ONE CENT PER Each</td>
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<td>0.02</td>
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<td>Item Number</td>
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<tr>
<td>771A</td>
<td>2.00</td>
<td>Each, Type A Catch Basin Insert Sediment Control Type with Pathogen Filtration FOR ZERO DOLLARS ONE CENT</td>
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<td>0.02</td>
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<td></td>
<td>PER Each</td>
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<tr>
<td>771B</td>
<td>2.00</td>
<td>Each, Type B Catch Basin Insert Sediment Control Type with Pathogen Filtration FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.02</td>
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<td>PER Each</td>
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PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM EXCEPT AS DIRECTED FOR OPTIONAL ITEMS

TOTAL OR GROSS SUM WRITTEN IN WORDS
EIGHT HUNDRED FIFTY SIX THOUSAND SIX HUNDRED THIRTY ONE DOLLARS TWENTY FOUR CENTS

$856,631.24
VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Pratt Brothers, Inc.
Contract Title: Nassau County Resurfacing Requirements Contract in Town of Hempstead, N. Hempstead. Oyster Bay & Cities of Long Beach & Glen Cove
Contract Number: H61887-93Q

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

[Signature] October 7, 2019
Date

Joseph M. Williams, Jr., P.E.; Sr. Vice President
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Nassau County DPW
75 of 382
Contract No. H61887-93Q
NASSAU COUNTY

Vendor Code of Ethics
### Policy/Procedure Title:
Nassau County Vendor Code of Ethics

### Date Issued:
June 5th, 2019

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<th>Department Issuing:</th>
<th>Authorized and Signed by:</th>
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<tr>
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<td>John B. Chance</td>
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<tr>
<td></td>
<td>Deputy County Executive</td>
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<td>For Compliance</td>
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### Policy:
The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

### Purpose:
To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

### Scope:
All vendors doing business or seeking to do business with Nassau County as specified in the Code.
Vendor Code of Ethics

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   Section 8.02 Vendor Certifications
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   Section 10.02 Reporting Material Changes
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Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition
Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee’s Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee’s Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,
Vendor Code of Ethics

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, permits, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes, but is not limited to, the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business
Vendor Code of Ethics

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is
Vendor Code of Ethics

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific
Vendor Code of Ethics

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii) 30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a
Vendor Code of Ethics

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.
Vendor Code of Ethics

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(6) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee’s services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency’s contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.
Vendor Code of Ethics

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor’s Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County’s small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee’s participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County’s small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees (“Participating Employee Acknowledgements”) that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.
Vendor Code of Ethics

The Vendor’s responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgements by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The Vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.
Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County’s small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.
Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County’s Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County’s Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a
Violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.
CERTIFICATION REGARDING DISTRIBUTION OF
NASSAU COUNTY VENDOR CODE OF ETHICS

Bid Proposal No.: H81587-03Q

Project Description: Nassau County Resurfacing Requirements Contract in Town of Hempstead, N. Hempstead, Oyster Bay & Cities of Long Beach & Glen Cove

The prospective lower tier participant ___________________________ (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Pratt Brothers, Inc. [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 7th day of October, 20_19_.

By __________________________________________________________
Joseph M. Williams, Jr., P.E., Sr. Vice President
Signature of Authorized Official

Name and Title of Authorized Official
Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Pratt Brothers, Inc.

Bid/Proposal No.: H61587-03Q

1. Joseph M. Williams, Jr., P.E. acknowledge that I have received and read the Nassau County Vendor Code of Ethics on October 7, 2019 and that I understand it and will comply with this Code in my participation in procurements between Pratt Brothers, Inc. (Vendor name) and Nassau County.

Executed this 7th day of October, 2019.

By ________________________________ Signature of Employee

_______________________________ Name and Title of Employee
Joseph M. Williams, Jr., P.E., Sr. Vice President
# Wicks Exempt List of Subcontractors

**NOTE:** This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non-responsive.

<table>
<thead>
<tr>
<th>Contractor's Name and Address</th>
<th>Project Description (Project Title, Facility Name and Address)</th>
<th>Bid Date</th>
<th>Total Contract Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal ID No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- [ ] Plumbing and Gas Fitting
- [ ] Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- [ ] Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e., no subcontractors will be used, please check this box [ ] skip to bottom of form, and sign it as required.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Federal ID No.</td>
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<tr>
<td>Federal ID No.</td>
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<tr>
<td>Federal ID No.</td>
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</tr>
</tbody>
</table>

**Federal ID No.**

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non-responsive bid determination.

Company Authorized Signature: ____________________________  Title: ____________________________  Date: ____________________________
NO TEXT ON THIS PAGE
MacBride Fair Employment Principles

Nondiscrimination in Employment in Northern Ireland:

MacBride Fair Employment Principles

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

Pratt Brothers, Inc.

(Name of Business)

Joseph M. Williams, Jr., P.E.
Sr. Vice President

{Signature}
IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its website http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis, if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

a. Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that such person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or.

b. Certification that the Bidder’s investment in Iran is ceasing: The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

Print Name and Position

Joseph M. Williams, Jr., P.E.
Sr. Vice President

10/7/19

Nassau County DPW
99 of 382
Contract No. H61507-03Q
NO TEXT ON THIS PAGE
PROPOSAL: For all work in accordance with the drawings and specifications:

Pratt Brothers, Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number ________________________________

Firm or Corporation's Federal ID Number: 16-1620294

Firm or Corporation's Municipal License ID Number

Municipal Licensing Agency ________________________________

By: ________________________________ Date: October 7, 2019

(Print) Joseph M. Williams, Jr., P.E. Title: Sr. Vice President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: ________________________________

Secretary ________________________________

(CORPORATE)
(SEAL)
QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;
   a. as a Prime Contractor 17 years
   b. as a Subcontractor 17 years

3. List below the construction projects your firm has under way as of this date:

   | Contract Amount | Class of work | Percent Completed | Name and Address of Owner or Contracting Officer |

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

   | Contract Amount | Class of work | Percent Completed | Name and Address of Owner or Contracting Officer |

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions
NO TEXT ON THIS PAGE
c. ever been declared a non-responsible bidder by any municipality or public agency? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations.

d. ever been barred from bidding municipal or public contracts? No
   If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been an officer, partner or principal of some other firm:

   a. that failed to complete a construction contract? No
      If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

   b. that has ever been defaulted on a contract? No
      If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

   c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
      If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.
d. has ever been barred from bidding municipal or public contracts? No
   If so, state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
   If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.
   None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
   None

10. In what other lines of business are you financially interested?
    Manufacturer of asphalt aggregate and asphalt pavement materials.
11. What is the construction experience of the principal individuals of your firm?  

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction Experience</th>
<th>Magnitude and type of work</th>
<th>In what Capacity</th>
</tr>
</thead>
</table>

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description, Size</th>
<th>Years of Capacity, Year, etc.</th>
<th>Present Service</th>
<th>Location</th>
</tr>
</thead>
</table>

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)
14. In what manner have you inspected this proposed work? Explain in detail.

   Complete plan takeoff of all quantities and materials and site inspection.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

   As per plans and specifications

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

   James J. Pratt, III

17. Insurance carried by your firm:

   Type | Company | Limits of Coverage | Term

SEE ATTACHED QUALIFICATION STATEMENT
10. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "Qualifications and Responsibility of Bidders" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.
NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK  

COUNTY OF NASSAU  

Joseph M. Williams, Jr., P.E.  

Being duly sworn, deposes and says:

That he resides at  

in the City of  

that he is the Sr. Vice President of  

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true. 

Subscribed and sworn to before me this  

day of  

Notary 

CAROL A. MILLER  

Notary Public, State of New York  

Qualified in Suffolk County  

Commission Expires Sept. 29, 2022  

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK  

COUNTY OF NASSAU  

Being duly sworn, deposes and says:

That he is a member of  

the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true. 

Subscribed and sworn to before me this  

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK  

COUNTY OF NASSAU  

Being duly sworn, deposes and says:

That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true. 

Subscribed and sworn to before me this  

Notary
QUALIFICATION STATEMENT

PRATT BROTHERS, INC.

AS OF

DECEMBER 31, 2018

PRATT BROTHERS, INC.

JOSEPH M. WILLIAMS, JR., P.E., SR. VICE PRESIDENT
QUALIFICATION STATEMENT

1. How many years has your firm been in the business under your present business name?
   
   17

2. How many years experience in the construction work of a similar type as this contract, has your firm had?
   
   a) as a Prime Contractor  17
   b) as a Subcontractor     17

3. List below the construction projects your firm has under way as of this date.

   Contract Amount  Class of Work  Percent Completed  Name and Address of Owner

   Please See Enclosure 1

4. List the projects your firm as a firm has performed in the past few years which you feel will qualify you for this work.

   Contract Amount  Class of Work  Percent Completed  Name and Address of Owner

   Please See Enclosure 2

5. Have you:
   
   a) ever failed to complete any work awarded to you?

   No

   b) ever been defaulted on a contract?

   No

Pratt Brothers, Inc.
c) ever declared a non-responsible bidder by any municipality or public agency?

No

d) ever been barred from bidding municipal or public contracts?

No

6. Has any officer or partner or principal of your firm ever been an officer or partner or principal of some other firm:

a) that failed to complete a construction contract?

No

b) that has ever been defaulted on a contract?

No

c) that has ever been declared a non-responsible bidder by any municipality of public agency?

No

d) that has ever been barred from bidding municipal or public contracts?

No

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in this name?

No

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None
9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

   None

10. In what other lines of business are you financially interested?

   Manufacturer of Asphalt Pavement Materials
   Manufacturer of Asphalt Aggregate Materials

11. What is the construction experience of the principal individuals of your firm?

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction Experience</th>
<th>Magnitude and Type of Work</th>
<th>In What Capacity</th>
</tr>
</thead>
</table>

   Please See Enclosure 3

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected.

   | Item | Description, Size Capacity, Year, Etc. | Years of Service | Present Location |

   Please See Enclosure 4

14. In what manner have you inspected this proposed work? Explain in detail.

   Complete Site Inspection
   Complete plan take off of all quantities and materials

15. Explain your plan and lay-out for performing the proposed work.

   To be submitted at the pre-construction meeting.
16. If a contract is awarded or a permit is issued to your firm, who will have the personal supervision of the work?

James J. Pratt, III

17. Insurance carried by your firm.

Please See Enclosure 5


Please See Enclosure 7

19. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled “Qualifications and Responsibility of Bidders” and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as “not responsible,” and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.
NOTE: The bids shall be sworn to by the person signing them, in the following form:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK  
COUNTY OF SUFFOLK  

Joseph M. Williams, Jr., P.E., being duly sworn, deposes and says: that he resides at 123 Main Street, in the City of New York, that he is the Sr. Vice President of Pratt Brothers, Inc., the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me this 7th day of October, 2019

[Signature]
Notary

CAROL A. MILLER  
Notary Public, State of New York  
No. 5002328  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2022

Pratt Brothers, Inc.
ENCLOSURE

Current Ongoing Projects
<table>
<thead>
<tr>
<th>JOB NO.</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% INCOMPLETE AMOUNT</th>
<th>% INCOMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-029</td>
<td>Hofstra University J&amp;A Concrete Jonathen Martins</td>
<td>Zarb School of Business Sub</td>
<td>Cameron Engineering (516) 827-4900</td>
<td>$1,020,658.00</td>
<td>7%</td>
<td>47,200.00</td>
<td>5%</td>
</tr>
<tr>
<td>17-043</td>
<td>AVR Realty Tom Perna (914) 965-3990</td>
<td>AVR Yaphank Const. LIE Service Road Westbound Ramps Prime</td>
<td>Vollinuth &amp; Brush George Brush (631) 363-2063</td>
<td>$3,782,086.80</td>
<td>24%</td>
<td>45,587.80</td>
<td>3%</td>
</tr>
<tr>
<td>17-075</td>
<td>AVR Realty Tom Perna (914) 965-3990</td>
<td>AVR Yaphank Const. LIE Service Road Eastbound Ramps Prime</td>
<td>Greenman Pedersen Inc. (631) 587-5060</td>
<td>$2,013,283.40</td>
<td>33%</td>
<td>25,596.58</td>
<td>3%</td>
</tr>
<tr>
<td>17-109</td>
<td>Nassau County DPW Hemanth George Mathew (516) 571-3741</td>
<td>Resurfacing Requirements Contract H6158702Q Prime</td>
<td>Nassau County DPW In-House</td>
<td>$6,289,217.34</td>
<td>15%</td>
<td>2,413,902.95</td>
<td>38%</td>
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<tr>
<td>17-111</td>
<td>Suffolk County DPW Paul McMahon</td>
<td>Storm Water Remediation Improvement - Mud Creek 5-17.3.30(CP 8239.310) Prime</td>
<td>Suffolk County DPW In-House</td>
<td>$359,700.00</td>
<td>18%</td>
<td>15,026.20</td>
<td>4%</td>
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<tr>
<td>17-199</td>
<td>Nassau County DPW Hemanth George Mathew (516) 571-3741</td>
<td>Resurfacing Phase 55 Town of Hempstead H61587-55GR Prime</td>
<td>Nassau County DPW In-House</td>
<td>$4,348,565.00</td>
<td>25%</td>
<td>611,981.18</td>
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<tr>
<td>17-231</td>
<td>State University of NY Aurora Contractors Barney Reilly</td>
<td>Stony Brook University Innovation &amp; Discovery Center Sub</td>
<td>Mitchell - Giurgola Architects, LLP</td>
<td>$1,941,645.00</td>
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<tr>
<td>17-241</td>
<td>Village of Valley Stream Robert Fumagalli (516) 592-5105</td>
<td>2017 Road Improvements Prime</td>
<td>Lucchesi Engineering PC Michael Mark (516) 942-3772</td>
<td>$1,686,334.00</td>
<td>42%</td>
<td>68,831.39</td>
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<tr>
<td>17-375</td>
<td>Nassau County DPW P. Scaledamore &amp; Sons</td>
<td>Hempstead Force Main Village of Hempstead Contract S3P311-05S Sub</td>
<td>Cameron Engineering (516) 827-4900</td>
<td>$392,085.50</td>
<td>0%</td>
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<tr>
<td>17-405</td>
<td>Suffolk County DPW Paul McMahon</td>
<td>Improvement to CR93 Ocean Ave @ Roselave CP 5535/5014 Prime</td>
<td>Suffolk County DPW In-House</td>
<td>$1,951,159.00</td>
<td>24%</td>
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<td>18-018</td>
<td>Marriott Residence Inn Augu-sewicz Contracting</td>
<td>Residence Inn Garden City, NY Site Work/Paving Sub</td>
<td>VHB Engineering (631) 813-2545</td>
<td>$258,805.00</td>
<td>0%</td>
<td>142,190.00</td>
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Page 1 of 3

3/28/2019
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<tr>
<th>JOB NO.</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% UNCOMPLETED AMOUNT</th>
<th>% INCOMPLETE</th>
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<tr>
<td>18-070</td>
<td>Simply Self Storage Axis Construction Corp.</td>
<td>Simply Self Storage Hauppauge Site Work</td>
<td>Sub</td>
<td>Barnett Bonaccio &amp; Van Weele, PC (631) 435-1111</td>
<td>$ 592,486.00</td>
<td>20%</td>
<td>107,798.75</td>
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<td>18-112</td>
<td>National Grid Shulman Industries Chris Pirraglia</td>
<td>National Grid Bay Shore The Gateway to Brightwaters Sitework/Paving</td>
<td>Sub</td>
<td>National Grid In-House</td>
<td>$ 751,777.70</td>
<td>10%</td>
<td>334,964.06</td>
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<td>18-138</td>
<td>Target Bush Construction John Maloney</td>
<td>Target Coplague Remodel Sitework/Paving</td>
<td>Sub</td>
<td>Gausman &amp; Moore</td>
<td>$ 229,386.93</td>
<td>30%</td>
<td>34,886.93</td>
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<td>18-144</td>
<td>Town of Oyster Bay Requirements Contract HGR17-162</td>
<td>Prime</td>
<td>Town of Oyster Bay In-House</td>
<td>$ 1,000,000.00</td>
<td>5%</td>
<td>392,418.29</td>
<td>39%</td>
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<tr>
<td>18-196</td>
<td>AVR Realty Co. Tom Perna (914) 965-3990</td>
<td>Yaphank Woods Blvd Extension Phase 3</td>
<td>Sub</td>
<td>Vollmuth &amp; Brush George Brush (631) 363-2683</td>
<td>$ 594,179.70</td>
<td>5%</td>
<td>187,449.14</td>
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<tr>
<td>18-208</td>
<td>Suffolk County DPW Paul McMahon</td>
<td>Storm Water Remediation Improvement - Peconic La 5-17.3.30(CP 5072.315)</td>
<td>Prime</td>
<td>Suffolk County DPW In-House</td>
<td>$ 118,075.00</td>
<td>0%</td>
<td>112,000.00</td>
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<td>18-218</td>
<td>Suffolk County DPW Paul McMahon</td>
<td>Storm Water Remediation Improvement - Medford 5-17.3.30(CP 5014.362)</td>
<td>Prime</td>
<td>Suffolk County DPW In-House</td>
<td>$ 170,158.00</td>
<td>7%</td>
<td>12,567.25</td>
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<tr>
<td>18-302</td>
<td>Village of Garden City Valente Contracting Corp. John Valente</td>
<td>Village of Garden City 2018 Road improvements</td>
<td>Sub</td>
<td>Village of Garden City In-House</td>
<td>$ 1,032,483.00</td>
<td>0%</td>
<td>256,235.92</td>
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<td>18-328</td>
<td>Riverhead Solar Farm LLC Rosendin Electric Inc. Rich Shaffer</td>
<td>Riverhead Solar Project</td>
<td>Sub</td>
<td>Blymer Engineers (631) 521-3773</td>
<td>$ 2,338,808.00</td>
<td>5%</td>
<td>831,883.25</td>
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<td>18-338</td>
<td>Cornerstone Hauppauge LLC Cornerstone at Hauppauge On-site Paving</td>
<td>Sub</td>
<td>Nelson &amp; Pope (631) 427-5665</td>
<td>$ 886,000.00</td>
<td>20%</td>
<td>886,000.00</td>
<td>100%</td>
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<tr>
<td>18-354</td>
<td>AVR Yaphank Constr. Co. AVR Realty Co. Tom Perna</td>
<td>AVR Yaphak Common Area 2 Blvd West</td>
<td>Sub</td>
<td>Vollmuth &amp; Brush George Brush (631) 363-2683</td>
<td>$ 53,940.00</td>
<td>80%</td>
<td>53,940.00</td>
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## CURRENT ONGOING PROJECTS
As of December 31, 2018

<table>
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<tr>
<th>JO#</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% UNCOMPLETED AMOUNT</th>
<th>% INCOMPLETE</th>
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<tbody>
<tr>
<td>18-358</td>
<td>Village of New Hyde Park</td>
<td>2018 Road Improvements</td>
<td>Prime</td>
<td>D&amp;B Engineers Mehmet Adkag</td>
<td>$ 479,557.00</td>
<td>28%</td>
<td>.32,169.59</td>
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<td>18-366</td>
<td>Elector Hawkeye LLC</td>
<td>Riverhead Solar Substation 199</td>
<td>Sub</td>
<td>VHB Engineering (631) 813-2545</td>
<td>$ 460,895.00</td>
<td>40%</td>
<td>424,775.00</td>
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<tr>
<td>18-430</td>
<td>AVR Yaphank Constr. Co.</td>
<td>Site Work ALR/ILR Assisted Living Parking Lot - Paving</td>
<td>Sub</td>
<td>Vollmuth &amp; Brush George Brush (631) 363-2683</td>
<td>$ 170,260.46</td>
<td>0%</td>
<td>554,443.50</td>
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<tr>
<td>18-445</td>
<td>AVR Yaphank Constr. Co.</td>
<td>The Meadows at Yaphank Hotel - Site Work</td>
<td>Sub</td>
<td>Bohler Engineering (631) 738-1200</td>
<td>$ 426,928.65</td>
<td>0%</td>
<td>107,089.50</td>
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**New Work 2019**

<table>
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<tr>
<th>JO#</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% UNCOMPLETED AMOUNT</th>
<th>% INCOMPLETE</th>
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<tbody>
<tr>
<td>18-304</td>
<td>G&amp;C Fab-Con LLC Matt Creter</td>
<td>Calverton Nation Cemetery Gravesite Expansion &amp; Site Improvements 805PC2048</td>
<td>Sub</td>
<td>Gordon 703-263-1900</td>
<td>$ 5,889,065.00</td>
<td>5,889,065.00</td>
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ENCLOSURE 2

Major Completed Projects
## MAJOR PROJECTS COMPLETED

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH/ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
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<tbody>
<tr>
<td>07-135 1135 / Southern State Parkway Suffolk County D260416</td>
<td>New York State DOT</td>
<td>New York State DOT James Eldred</td>
<td>$10,433,621.00</td>
<td>9/15/2009</td>
<td>94%</td>
<td>New York State DOT James Eldred</td>
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<tr>
<td>08-296 County Road 16 Reconstruction, Ronkonkoma No. 5511</td>
<td>Suffolk County DPW</td>
<td>Lockwood, Kessell and Bartlett</td>
<td>$22,641,805.00</td>
<td>7/31/2011</td>
<td>64%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
</tr>
<tr>
<td>09-077 Milling Requirements - Queens HW2CR08C</td>
<td>City of New York DDC</td>
<td>City of New York DDC</td>
<td>$4,979,762.40</td>
<td>4/30/2011</td>
<td>81%</td>
<td>City of New York Yuliya Ruvinova (718) 222-5053</td>
</tr>
<tr>
<td>10-268 / Culvert Replacement on Valley Stream Road</td>
<td>Village of Valley Stream</td>
<td>Village of Valley Stream</td>
<td>$1,448,380.60</td>
<td>12/31/2011</td>
<td>63%</td>
<td>Village of Valley Stream Tony Cella (516) 592-5105</td>
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<tr>
<td>19-208 Milling Requirements - Queens HW2CR11C</td>
<td>City of New York DDC</td>
<td>City of New York DDC</td>
<td>$1,971,345.18</td>
<td>8/31/2011</td>
<td>70%</td>
<td>City of New York Patrick Larkin (718) 391-1938</td>
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<tr>
<td>10-300 CR 19 Patchogue Holbrook Rd Traffic Calming 3302/5014</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$1,201,304.47</td>
<td>11/15/2011</td>
<td>66%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
</tr>
<tr>
<td>11-289 Sunset Plaza Shopping Center</td>
<td>Deer Park Associates LLC</td>
<td>Sidney B Bowne &amp; Son</td>
<td>$548,035.15</td>
<td>12/31/2011</td>
<td>100%</td>
<td>Deer Park Associates LLC Len Abrams (631) 667-9575</td>
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<tr>
<td>11-011 Syosco Warehouse Central Islip</td>
<td>Syosco Food Services</td>
<td>Vollmuth &amp; Brush</td>
<td>$5,445,483.96</td>
<td>6/30/2012</td>
<td>85%</td>
<td>Aurora Contractors Barney Reilly (631) 981-3786</td>
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<tr>
<td>11-099 CR 31 &amp; 104 Intersection Reconstr. Hampton Bays CP572</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$1,072,863.65</td>
<td>2/17/2012</td>
<td>71%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<tr>
<td>11-413 Solar Array Project @ Cohalan Court Complex Central Islip</td>
<td>Exxon Development Co.</td>
<td>Exxon Development Co.</td>
<td>$569,373.28</td>
<td>12/31/2012</td>
<td>100%</td>
<td>Exxon Development Co. Keith Feldman (631) 216-0100</td>
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Page 1 of 9

2/12/2019
<table>
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<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH/ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
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<tr>
<td>11-335</td>
<td>Enco Development Co.</td>
<td>Enco Development Co.</td>
<td>$ 627,501.15</td>
<td>12/31/2012</td>
<td>63%</td>
<td>Elder Contracting Corp. Keith Feldman (631) 218-3100</td>
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<tr>
<td>12-104</td>
<td>Hofstra University Richard S Leddy</td>
<td>Cameron Eng &amp; Assoc, Jack Olynyn (516) 827-4900</td>
<td>$ 504,205.00</td>
<td>9/30/2012</td>
<td>60%</td>
<td>Hofstra University Richard S. Leddy (516) 463-5258</td>
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<td>12-174</td>
<td>Home Depot</td>
<td>Home Depot</td>
<td>$ 796,600.00</td>
<td>12/31/2012</td>
<td>100%</td>
<td>Opal Construction Chris Cavato (631) 242-7440</td>
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<td>09-239</td>
<td>Nassau County DPW</td>
<td>Nassau County DPW</td>
<td>$ 1,252,824.00</td>
<td>12/31/2011</td>
<td>85%</td>
<td>Nassau County DPW (516) 571-6665</td>
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<td>11-359</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$ 1,294,862.00</td>
<td>12/18/2013</td>
<td>90%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<tr>
<td>11-383</td>
<td>Suffolk County DPW</td>
<td>Nelson &amp; Pope</td>
<td>$ 5,693,663.00</td>
<td>12/31/2013</td>
<td>66%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
</tr>
<tr>
<td>12014</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$ 3,779,594.00</td>
<td>12/31/2013</td>
<td>77%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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<td>12-018</td>
<td>Canon USA</td>
<td>Turner Construction</td>
<td>$ 5,563,089.00</td>
<td>11/30/2013</td>
<td>56%</td>
<td>Turner Construction Chris Deschler (212) 229-6000</td>
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<tr>
<td>12-158</td>
<td>Prestige Properties &amp; Dev., Site Work - Bronx, NY</td>
<td>Stantec Consulting Services Inc. (212) 306-5600</td>
<td>$ 1,799,283.00</td>
<td>11/30/2013</td>
<td>98%</td>
<td>Aurora Contractors Jonathan McGowan (631) 981-3785</td>
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<td>Home Depot</td>
<td>Home Depot</td>
<td>$ 493,600.00</td>
<td>12/31/2013</td>
<td>100%</td>
<td>Opal Construction Chris Cavato (631) 242-7440</td>
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<td>13-423</td>
<td>Nassau County DPW</td>
<td>Nassau County DPW</td>
<td>$ 718,259.00</td>
<td>12/31/2013</td>
<td>98%</td>
<td>Nassau County DPW Shifa Shah Gavvoudias (516) 571-9600</td>
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<td>12-428</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$ 3,791,800.00</td>
<td>12/31/2014</td>
<td>88%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
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## MAJOR PROJECTS COMPLETED

<table>
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<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH/ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
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</thead>
<tbody>
<tr>
<td>13-055</td>
<td>Aurora Contractors Barnef Ray</td>
<td>Rosenbaum Design Group</td>
<td>$ 3,092,479.00</td>
<td>12/31/2014</td>
<td>80%</td>
<td>Aurora Contractors Barnef Reily</td>
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<tr>
<td>Lowes of Commack Site Work</td>
<td>(631) 981-3785</td>
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<td></td>
<td>(631) 981-3785</td>
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<td>13-048</td>
<td>Brookhaven Rail Terminal</td>
<td>Brookhaven Rail Terminal</td>
<td>$ 1,684,905.00</td>
<td>12/31/2014</td>
<td>85%</td>
<td>Brookhaven Rail Term., Andy Kaufman (631) 924-8800</td>
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<tr>
<td>Clearspan Building Project</td>
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<tr>
<td>13-089</td>
<td>Avalon Bay Communities</td>
<td>Nelson &amp; Pope</td>
<td>$ 1,023,793.00</td>
<td>12/31/2014</td>
<td>30%</td>
<td>Avalon Bay Communities Matthew Gendron (617) 645-3937</td>
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<td>Forcemahan Pump Station - Huntington Sta.</td>
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<tr>
<td>13-163</td>
<td>Avalon Bay Communities</td>
<td>Nelson &amp; Pope</td>
<td>$ 1,286,545.00</td>
<td>6/30/2014</td>
<td>95%</td>
<td>Avalon Bay Communities Matthew Gendron (617) 645-3937</td>
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<td>Asphalt Paving Huntington Station</td>
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<tr>
<td>13-219</td>
<td>State of New York Dormatory Authority</td>
<td>H2M Architects &amp; Engineers</td>
<td>$ 670,176.00</td>
<td>12/31/2014</td>
<td>100%</td>
<td>Watrat Bros., Inc. Jake Watrat (631) 986-8300</td>
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<td>Story Brook Medical Center East Parking Field Paving</td>
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<td>Site Work - Old Bethpage</td>
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<tr>
<td>13-253</td>
<td>Village of Freeport</td>
<td>Village of Freeport In-House</td>
<td>$ 1,407,428.00</td>
<td>12/31/2014</td>
<td>73%</td>
<td>Village of Freeport Robert Fissenne P.E., Robert Fissenne (516) 377-2233</td>
</tr>
<tr>
<td>2013 Road Improvements Nassau Avenue</td>
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<tr>
<td>14-306</td>
<td>Green Acres Mall Valley Stream - Parking Field Pavement &amp; Rehab</td>
<td>Savik &amp; Murray LLP</td>
<td>$ 889,154.48</td>
<td>12/31/2014</td>
<td>95%</td>
<td>Opal Construction Chris Cavoto (831) 242-7440</td>
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<tr>
<td>13-035</td>
<td>New York State DOT Scalemandre</td>
<td>New York State DOT</td>
<td>$ 5,634,311.00</td>
<td>12/31/2015</td>
<td>98%</td>
<td>P. Scalemandre &amp; Sons Tom Hayes (516) 866-3000</td>
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<tr>
<td>Reconstruction of Rte 347 &amp; 112 D262168</td>
<td></td>
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<tr>
<td>13-297</td>
<td>Village of Mineola</td>
<td>Dervia &amp; Bertulucchi</td>
<td>$ 1,654,508.00</td>
<td>12/31/2015</td>
<td>85%</td>
<td>Village of Mineola Thomas Mrini (516) 746-0753</td>
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<td>2013 Road Improvements</td>
<td>Christopher Clement (516) 364-9830</td>
<td></td>
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<td>14-034</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW</td>
<td>$ 1,848,218.00</td>
<td>12/31/2015</td>
<td>75%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4066</td>
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<td>Bridge Rehabilitation Various Locations</td>
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<td>We're Associates, Inc.</td>
<td>We're Associates Inc. Gary R Woska</td>
<td>$ 2,321,333.00</td>
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<td>55%</td>
<td>We're Associates, Inc. Philip Arnold (516) 931-5322</td>
</tr>
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<td>Lake Success Redevelopment 1 Dakota Drive</td>
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<td>14-220</td>
<td>Village of Garden City</td>
<td>Village of Garden City In-House</td>
<td>$ 4,746,098.00</td>
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<td>70%</td>
<td>Village of Garden City Domenick Stanco (516) 465-4017</td>
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<td>2014 Road Improvements</td>
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Page 3 of 5

2/12/2019
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<th>PROJECT</th>
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<th>CONTRACT AMOUNT</th>
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<th>% OF OUR WORK</th>
<th>CONTACT</th>
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<td>14-294</td>
<td>Ritz Carlton Residences Off Site Sanitary Sewer Connections SLRCL108001R</td>
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<td>$525,000.00</td>
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<td>14-132</td>
<td>The Meadows at Yaphank Yaphank Woods Blvd. Road Improvements</td>
<td>Rose Breslin Assoc. LLC</td>
<td>Rose Breslin Assoc. LLC c/o AVR Realty</td>
<td>$1,835,000.00</td>
<td>4/30/2016</td>
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<td>14-142</td>
<td>Stony Brook University Toll Drive Resilience Phase I</td>
<td>Aurora Contractors Inc. State University of New York at Stony Brook</td>
<td>KSQ Architects, P.C. (914) 582-3700</td>
<td>$1,980,798.00</td>
<td>12/31/2016</td>
<td>87%</td>
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<tr>
<td>14-378</td>
<td>Stony Brook University Toll Drive Resilience Phase II</td>
<td>Aurora Contractors Inc. State University of New York at Stony Brook</td>
<td>KSQ Architects, P.C. (914) 582-3700</td>
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<td>15-017</td>
<td>Dormitories #A048007 Site Work</td>
<td>NYRA Belmont E W Howell Travis Salvo</td>
<td>NYRA Belmont E W Howell Travis Salvo</td>
<td>$538,413.00</td>
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<td>15-107</td>
<td>Williams Floyd Parkway Yaphank Woods Blvd.</td>
<td>Rose Breslin Assoc. LLC</td>
<td>Rose Breslin Assoc. LLC c/o AVR Realty</td>
<td>$4,061,494.00</td>
<td>12/31/2016</td>
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<td>15-149</td>
<td>Leavenworth Solar Farm Shoreham</td>
<td>Borrego Solar Systems Inc</td>
<td>Borrego Solar Systems Inc Eldor Contracting Corp. Keith Feldman VHB Engineering (914) 234-3444</td>
<td>$1,082,426.00</td>
<td>9/28/2016</td>
<td>88%</td>
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<td>2015 Road Improvements</td>
<td>Village of Florac Park Valente Contracting Corp.</td>
<td>Village of Florac Park Valente Contracting Corp.</td>
<td>$1,297,048.00</td>
<td>12/31/2015</td>
<td>95%</td>
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<td>15-305</td>
<td>The Meadows at Yaphank Yaphank Woods Blvd Phase 1A Sidewalk</td>
<td>Rose Breslin Assoc. LLC</td>
<td>Rose Breslin Assoc. LLC c/o AVR Realty</td>
<td>$978,895.00</td>
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<td>15-181</td>
<td>Lake Success Redevelopment 3 Dakota P Lot &amp; Ramp</td>
<td>We're Associates Inc.</td>
<td>We're Associates Inc.</td>
<td>$1,423,116.00</td>
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<td>15-255</td>
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<td>Village of Mineola Valente Contracting Corp.</td>
<td>Village of Mineola Valente Contracting Corp.</td>
<td>$742,891.00</td>
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<td>16-130</td>
<td>LIE Welcome Center Dix Hills</td>
<td>NYSDOT P. Scalamandre &amp; Sons</td>
<td>NYSDOT P. Scalamandre &amp; Sons</td>
<td>$1,578,526.00</td>
<td>11/30/2016</td>
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Page 4 of 8

2/12/2019
## MAJOR PROJECTS COMPLETED

<table>
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<th>PROJECT</th>
<th>OWNER</th>
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<tr>
<td>16-152 2016 Road Improvements</td>
<td>Village of New Hyde Park</td>
<td>Dvirka &amp; Bartlucci</td>
<td>$2,127,958.00</td>
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<td>77%</td>
<td>Village of New Hyde Park</td>
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<td></td>
<td></td>
<td>Christopher Clement</td>
<td></td>
<td></td>
<td></td>
<td>Tom Gannon (516) 354-0064</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(516) 364-9890</td>
<td></td>
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<td>16-218 2016 Road Improvements</td>
<td>Village of Garden City</td>
<td>Village of Garden City</td>
<td>$1,447,250.00</td>
<td>12/31/2016</td>
<td>65%</td>
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<tr>
<td></td>
<td></td>
<td>In-House</td>
<td></td>
<td></td>
<td></td>
<td>Domenick Stanco (516) 485-6017</td>
</tr>
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<td>16-308 2016 Road Improvements</td>
<td>Village of Mineola</td>
<td>Village of Mineola</td>
<td>$725,790.00</td>
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<td></td>
<td>Valente Contracting Corp.</td>
<td>In-House</td>
<td></td>
<td></td>
<td></td>
<td>John Valente (516) 746-7933</td>
</tr>
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<td>15-221 Green Acres Commons</td>
<td>Green Acres Adjacent LLC</td>
<td>SG3 Architects</td>
<td>$6,523,195.00</td>
<td>7/31/2017</td>
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<td>Aurora Contractors Inc.</td>
<td>Bruce Keller</td>
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<td>Frank Vero, Jr. (631) 981-3785</td>
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<tr>
<td>15-243 Green Acres Commons</td>
<td>Green Acres Adjacent LLC</td>
<td>SG3 Architects</td>
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<td>Valley Stream - Paving</td>
<td>Aurora Contractors Inc.</td>
<td>Bruce Keller</td>
<td></td>
<td></td>
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<td>Frank Vero, Jr. (631) 981-3785</td>
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<td>16-434 1933 &amp; 1983 Union Blvd.</td>
<td>South Side Hospital Schulman Industries Inc.</td>
<td>Sidney B. Bowne &amp; Son</td>
<td>$1,735,825.00</td>
<td>9/30/2017</td>
<td>55%</td>
<td>Schulman Industries Inc</td>
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<tr>
<td>Sitework</td>
<td>Harry Haralambous</td>
<td>(516) 746-2330</td>
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<td></td>
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<td>Harry Haralambous (631) 493-7974</td>
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<tr>
<td>16-10 Roslyn Schools</td>
<td>Roslyn UF School District</td>
<td>VHB Engineering</td>
<td>$589,403.00</td>
<td>9/30/2017</td>
<td>99%</td>
<td>Waterbrothers Inc</td>
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<tr>
<td>Paving</td>
<td>Watral Brothers Inc.</td>
<td>(631) 234-3444</td>
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<td>Jake Watral (631) 566-8300</td>
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<td>16-358  Culverts 1 &amp; 2</td>
<td>Northville Industries Corp.</td>
<td>UNI Engineering</td>
<td>$786,034.00</td>
<td>12/26/2017</td>
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<td>Holtsville Terminal</td>
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<td>Edward J. Sapp</td>
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<td>(631) 475-6060</td>
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<td>17-273 Parking Lot Construction</td>
<td>Northwell Health Inc. Schulman Industries</td>
<td>Sidney B. Bowne &amp; Son</td>
<td>$548,425.00</td>
<td>12/31/2017</td>
<td>70%</td>
<td>Northwell Health Inc. Schulman Industries</td>
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<tr>
<td>Union Blvd., Bay Shore</td>
<td>Harry Haralambous</td>
<td>(516) 746-2350</td>
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<td>Harry Haralambous (631) 493-7974</td>
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<td>15-261 Avalon at Great Neck</td>
<td>Avalon Bay Communities</td>
<td>VHB Engineering</td>
<td>$1,501,001.19</td>
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<td>Site Work</td>
<td>Scott Fredenburg</td>
<td>(631) 234-3444</td>
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<td>Scott Fredenburg (631) 501-6020</td>
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<td>16-043 Avalon Rockville Centre I</td>
<td>Avalon Bay Communities</td>
<td>Nelson &amp; Pope</td>
<td>$1,373,303.43</td>
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<td>95%</td>
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<td>Sitework</td>
<td>Scott Fredenburg</td>
<td>(631) 427-5665</td>
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<td>Scott Fredenburg (631) 501-6020</td>
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<td>16-296 Common Area 2 Sitework</td>
<td>Rose Breslin Assoc., LLC</td>
<td>Vollmuth &amp; Brush</td>
<td>$679,748.50</td>
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<td>AVR Realty</td>
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<td>c/o AVR Realty</td>
<td>Jeffrey Vollmuth, P.E.</td>
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<td>Tom Perna (914) 965-3990</td>
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<td>11-103 Shoreham Solar Commons</td>
<td>Shoreham Solar Commons LLC</td>
<td>TRC Engineers Inc.</td>
<td>$2,854,197.00</td>
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<td>Elder Contracting Corp.</td>
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<tr>
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<td>Keith Feldmann - Elder (631) 218-0100</td>
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<td>Keith Feldmann (631) 218-0100</td>
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<td>17-189 Village of Garden City</td>
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<td>Village of Garden City</td>
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<td>John Valente (516) 746-7933</td>
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Page 5 of 6
## MAJOR PROJECTS COMPLETED

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<td>17-237 Northwell Lynbrook Site Work</td>
<td>Talisen Construction Corp. Joseph Rigazio (212) 244-4581</td>
<td>Sidney B. Bowne &amp; Son (516) 749-2350</td>
<td>$908,330.81</td>
<td>6/30/2018</td>
<td>59%</td>
<td>Talisen Construction Corp Joseph Rigazio (212) 244-4581</td>
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<tr>
<td>17-347 Sky Drive Farmingdale Sitework</td>
<td>BDG Farmingdale LLC Mike Christiano (516) 624-1948</td>
<td>Bohler Engineering Joseph Deaf (631) 738-1200</td>
<td>$4,327,684.00</td>
<td>12/31/2018</td>
<td>70%</td>
<td>BDG Farmingdale LLC Mike Christiano (516) 624-1948</td>
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ENCLOSURE 3

Construction Experience of the Principals
### CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL
As of December 31, 2018

<table>
<thead>
<tr>
<th>Principal's Name</th>
<th>Title</th>
<th>Years of Construction Experience</th>
<th>With Whom &amp; In What Capacity</th>
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<tbody>
<tr>
<td>James J. Pratt, Ill*</td>
<td>President/Treasurer</td>
<td>38</td>
<td>Pratt Brothers, Inc. President/Treasurer</td>
</tr>
<tr>
<td></td>
<td>Vice President/Treasurer</td>
<td></td>
<td>Guy Pratt, Inc. Vice President/Treasurer</td>
</tr>
<tr>
<td></td>
<td>General Superintendent</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Safety Officer</td>
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</tr>
<tr>
<td>Thomas D. Pratt**</td>
<td>Vice President/Secretary</td>
<td>32</td>
<td>Pratt Brothers, Inc. Vice President/Secretary</td>
</tr>
<tr>
<td></td>
<td>Operations Manager</td>
<td></td>
<td>Scott Materials Corp. Operations Manager</td>
</tr>
<tr>
<td>Supervisory Personnel</td>
<td>Sr. Vice President</td>
<td>34</td>
<td>Pratt Brothers, Inc. Sr. Vice President Chief Estimator/Engineer</td>
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<tr>
<td>Joseph M. Williams, Jr. P.E.*</td>
<td>Chief Estimator</td>
<td></td>
<td>Guy Pratt Inc. Vice President Chief Estimator/Engineer</td>
</tr>
<tr>
<td>19 Burgundy Lane</td>
<td>Chief Engineer</td>
<td></td>
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</tr>
<tr>
<td>Nesconset, NY 11767</td>
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<tr>
<td>Edward P. McCoy, Jr.</td>
<td>Vice President</td>
<td>17</td>
<td>Pratt Brothers, Inc. Vice President Project Manager</td>
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<tr>
<td>26 Bayview Avenue</td>
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<td></td>
<td>Guy Pratt, Inc. Project Manager</td>
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<tr>
<td>Blue Point, NY 11715</td>
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*Corporate Officer

Page 1 of 4
## CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL
As of December 31, 2018

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Years of Construction Experience</th>
<th>With Whom &amp; In What Capacity</th>
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<tr>
<td>Gregory Couch</td>
<td>Project Manager</td>
<td>34</td>
<td>Pratt Brothers, Inc.; Project Manager</td>
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<td></td>
<td>Bi-County Construction Corp.; President</td>
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<tr>
<td></td>
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<td></td>
<td>Villanova University; BS - Civil Engineering</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Polytechnic University; MSM - Construction Mgmt</td>
</tr>
<tr>
<td>James J. Pratt IV</td>
<td>Project Manager</td>
<td>6</td>
<td>Pratt Brothers, Inc.; Project Manager</td>
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<tr>
<td></td>
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<td></td>
<td>REI Drilling; Project Manager; Staff Geologist</td>
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<td></td>
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<td></td>
<td>Washington and Lee University; BS - Geology</td>
</tr>
<tr>
<td>Joseph Hrbek</td>
<td>Superintendent</td>
<td>38</td>
<td>Pratt Brothers, Inc.; Superintendent</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Guy Pratt, Inc.; Superintendent</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>H.T. Schneider; Superintendent</td>
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<td></td>
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<td>Litza Industries; Project Engineer</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>Years of Construction Experience</td>
<td>With Whom &amp; in What Capacity</td>
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<tr>
<td>Robert Voelkel</td>
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<td>Pratt Brothers Inc. Superintendent</td>
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<td>Bi-County Construction Vice President</td>
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<td>Job Superintendent</td>
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<td>Debruin Engineering Engineer In Charge</td>
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<tr>
<td>William Zimmerman</td>
<td>Superintendent</td>
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<td>Pratt Brothers Inc. Superintendent</td>
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<td>Kings Park Industries Superintendent Operating Engineer</td>
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<tr>
<td>Matt Kingston</td>
<td>Asphalt Superintendent</td>
<td>12</td>
<td>Pratt Brothers, Inc. Asphalt Superintendent Operating Engineer</td>
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<td>Guy Pratt, Inc. Operating Engineer</td>
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<tr>
<td>Thomas Crawford</td>
<td>Shop Steward General Foreman</td>
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<td>Pratt Brothers, Inc. General Foreman</td>
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<td></td>
<td>Guy Pratt, Inc. Laborer</td>
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**CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL**
As of December 31, 2018

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<th>With Whom &amp; In What Capacity</th>
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<td>Arnold Hoffmann III</td>
<td>Asphalt Foreman</td>
<td>20</td>
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<td>Guy Pratt Inc.</td>
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<td>Eleanor DeBlasio</td>
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<td>Pratt Brothers, Inc.</td>
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<td>Polytechnic University</td>
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<td>B.S. Civil Engineering</td>
</tr>
</tbody>
</table>
ENCLOSURE 4

Equipment List
EQUIPMENT LIST
(As of December 31, 2018)

LOADERS
• CAT IT-28
• Komatsu WA 320 Tool Carrier
• Komatsu WA-380
• Komatsu WA-430 Tool Carrier
• CAT 950F
• CAT 950F Tool Carrier
• Komatsu 470
• CAT 970 F
• Komatsu WA-480-6
• Komatsu WA380-8

BACKHOES
RUBBER TIRED BACKHOE/LOADERS
• CAT Backhoe Loader 430F2
• CAT 430E Backhoe Loader
• CAT 430E Backhoe Loader
• CAT 4300 Backhoe Loader
• CAT 430D Backhoe Loader
• Case 590SM Backhoe Loader
• 490 Dyanhoe w/Drill Rig

HYDRAULIC EXCAVATORS – TRACK
• CAT 303 Mini Excavator
• Komatsu PC270
• CAT 325CL
• Komatsu PC290LC-10
• CAT PC400LC-7
• Komatsu PC170-11

HYDRAULIC EXCAVATORS – RUBBER TIRED
• Liebherr Excavator 904C
• Liebherr Excavator 904C
• CAT 320F

BULLDOZERS
• Komatsu D37PX-22 Dozer
• CAT D5M-LGP
• CAT D6N LGP
• CAT D6T LGP
• Dresser TD 25G Tilt Blade
EQUIPMENT LIST
(As of December 31, 2018)

CRANES
- 18 Ton Hydraulic Crane

TRUCKS
- Flat Truck
- Ford F550 Dump Truck
- Mack 20CY Dump Truck
- Peterbilt 20CY Dump Truck
- Kenworth Tractor
- Peterbilt Tractor (3)
- MAC Dump Trailer (3)
- 50 Ton Low Bed Trailer
- Red River Asphalt Trailer (3)
- Flow-Boy Asphalt Trailer (3)
- Attenuator Trailer
- 25 Ton Tag-A-Long Trailer (2)

SCRAPERS
- 260E Elevating Scraper (Water Wagon)

ROLLERS
- CAT Vibratory Soil compactor-CS563
- Dynapac Vibratory Soil Compactor-CA252B
- Hyster 350D Roller
- Hyster 350D Roller
- Dynapac CC-102 Double Drum Vibratory Roller
- I/R Vibratory Roller DD24
- I/R Roller DD110HF Double Drum Vibratory Asphalt Roller
- HAMM HD14 Roller
- HAMM HD20 Vibratory Roller

GRADERS
- Komatsu GD655 Gallion Grader

TRAILER
- Tag Trailer – Skid Steer (5)
- Marathon Tack Coat Trailer
EQUIPMENT LIST
(As of December 31, 2018)

ASPHALT PAVING MACHINES
- Power Ray 4-Ton Hot Asphalt Storage Rig
- CAT AP1055F Asphalt Spreader

MILLING MACHINE
- Wirtgen W200 Milling Machine

MISCELLANEOUS
- IR-85/185 Leroi/Joy 185/Kaeser 210 Compressors (3)
- Kaeser 400 Compressor/EZ Drill
- Read RD90 Screen-All
- Dewatering System
- CAT 247 Skid Steer Loader - Track
- CAT 272D Skid Steer Loader - Rubber
- CAT 289D Skid Steer Loader - Track
- Cold Planer PC206 (skid steers) – 3 ea.
- Amsig Led Flip Disk Variable Message Board w/Modems (5)
- Asphalt Zipper Road Reclaiming Attachment
- 10,000 L.F. Concrete Road Barrier
- 200 Steel Road Plates
- Powerscreen Trommel
ENCLOSURE 5

Insurance
## Certificate of Liability Insurance

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
National Insurance Brokerage of New York, Inc.
175 Oval Drive
Islandia NY 11749

Pratt Brothers, Inc.
508 Union Avenue
Holtsville NY 11742

### Insureds
- American Southern Home Insurance Company
- American Family Home Insurance Company
- Berkley Insurance Company
- Travelers Indemnity Co
- Evanston Insurance Company

### Certificates of Liability Insurance

**Coverage:**
- **Certificate Number:** Master 19-20 H / Pollution
- **Revision Number:**

The following policies of insurance listed below have been issued to the insured named above for the policy periods 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.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp (MM/YYYY)</th>
<th>Limits</th>
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<td>Products-Commercial</td>
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<td>Products-Non-Commercial</td>
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<td>Automobile Liability UNINSURED AUTO</td>
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<td>Workers Compensation and Employers Liability</td>
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<td>Excess Umbrella</td>
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</table>

### Certificate Holder
Evidence of Insurance

### Cancellation
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
Frank Cermak

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ACORD 25 (201401)
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ENCLOSURE 6

Apprenticeship Training Programs
Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State “Apprenticeship Training Program for Skilled Construction Craft Laborers” ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Pratt Brothers Contracting Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Fraternally yours,

[Signature]

Steven M. Aurigema
Training Director
Joint Apprenticeship Training Fund
Re: Local 138 Apprenticeship School (the “Apprenticeship School”)
NYS Sponsor # 00422
NYS ATP Code # 18318
Pratt Brothers, Inc.

To Whom It May Concern,

This letter serves to confirm that the Apprenticeship School currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Pratt Brothers, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2019 to May 31, 2023. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned’s attention.

Sincerely,

[Signature]

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND
ENCLOSURE 7

Financial Statement
Pratt Brothers, Inc.
Balance Sheets
December 31, 2018 and 2017

**Assets**

Current Assets
- Cash $1,797,860 $850,539
- Contract receivables
- Due from related parties 9,275,885 8,381,056
- Costs and estimated earnings in excess of billings on uncompleted contracts 648,445 436,240
- Prepaid expenses and other 101,114 262,978
- Prepaid expenses and other 150 17,348

Total Current Assets 11,923,554 9,950,161

Fixed Assets, Net 2,660,970 2,478,600

Other Assets
- Equity in joint venture 164,210 162,263

**Liabilities and Stockholders' Equity**

Current Liabilities
- Line-of-credit $1,690,000 $-0-
- Accounts payable 7,055,174 6,470,989
- Notes payable 724,718 633,174
- Capital lease obligation 6,323 6,016
- Billings in excess of costs and estimated earnings on uncompleted contracts 1,321,921 2,058,848
- Accrued expenses and other 176,191 120,497

Total Current Liabilities 10,974,327 9,287,524

Long-Term Liabilities
- Notes payable 1,322,563 1,508,207
- Capital lease obligation 9,516 15,739

**Commitments and Contingencies**

**Stockholders' Equity**
- Common stock - no par value; 200 shares authorized, 100 shares issued and outstanding 4,000 4,000
- Retained earnings 2,338,328 1,775,554

Stockholders' Equity 2,342,328 1,779,554

Total Stockholders' Equity 14,648,734 12,591,024
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<tr>
<th>Item Number</th>
<th>Estimate of Quantities</th>
<th>Items with unit bid price written in words.</th>
<th>Unit Bid Price</th>
<th>Amount Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1X</td>
<td>50.00 Sq Yd, Clearing &amp; Grubbing</td>
<td>FOR <strong>FOUR DOLLARS NO CENTS</strong></td>
<td>4.000</td>
<td>200.00</td>
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<tr>
<td>2-A</td>
<td>25.00 Cu Yd, Unclassified Excavation (0 - 25 Cu Yd)</td>
<td>FOR <strong>ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</strong></td>
<td>125.000</td>
<td>3,125.00</td>
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<tr>
<td>2-B</td>
<td>100.00 Cu Yd, Unclassified Excavation (26-100 Cu Yd)</td>
<td>FOR <strong>ONE HUNDRED DOLLARS NO CENTS</strong></td>
<td>100.000</td>
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<tr>
<td>2-C</td>
<td>200.00 Cu Yd, Unclassified Excavation 101 Cu Yd &amp; Over</td>
<td>FOR <strong>SEVENTY FIVE DOLLARS NO CENTS</strong></td>
<td>75.000</td>
<td>15,000.00</td>
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<tr>
<td>3-A</td>
<td>25.00 Cu Yd, Trench Culvert &amp; Bridge Excavation (0 - 25 Cu Yd)</td>
<td>FOR <strong>TWENTY DOLLARS NO CENTS</strong></td>
<td>20.000</td>
<td>500.00</td>
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<td>Cu Yd, Trench &amp; Culvert Excavation (26-100 Cu Yd) FOR TWELVE DOLLARS NO CENTS</td>
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<td>PER Cu Yd</td>
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<td>3-C</td>
<td>200.00</td>
<td>Cu Yd, Trench Culvert &amp; Bridge Excavation 101 Cu Yd &amp; Over FOR TEN DOLLARS NO CENTS</td>
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<td>PER Cu Yd</td>
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<td>4A</td>
<td>25.00</td>
<td>Sq Yd, Cement Concrete Breaking Pavement FOR TEN DOLLARS NO CENTS</td>
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<td>250.00</td>
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<td>Cu Yd, Borrow Fill FOR ZERO DOLLARS ONE CENT</td>
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<td>PER Cu Yd</td>
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<td>100.00 Cu Yd, Selected Fill FOR ZERO DOLLARS ONE CENT</td>
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<td>50.00 Cu Yd, Topsoil FOR FORTY DOLLARS NO CENTS</td>
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<td>9R</td>
<td>50.00 Cu Yd, Topsoil Rehandled FOR TEN DOLLARS NO CENTS</td>
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Carry Forward

10/07/2019@15:42:31
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<th>Unit Bid Price</th>
<th>Amount Bid</th>
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10/07/2019@15:42.31
<table>
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<td>12H</td>
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<td>10.00 Cu Yd, Catch Basins</td>
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<td>13B</td>
<td>10.00 Cu Yd, Manholes</td>
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<td>12,000.00</td>
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<td>13C</td>
<td>2.00 Each, Area Drain</td>
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<td>14</td>
<td>10.00 Each</td>
<td>Connections to Existing Drainage Facilities. FOR ZERO DOLLARS ONE CENT</td>
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<tr>
<td>15</td>
<td>1.00 Each</td>
<td>Altering Catch Basins. FOR FOUR THOUSAND DOLLARS NO CENTS</td>
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<td>16B</td>
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<td>16SS-1</td>
<td>10.00 Each</td>
<td>, Change Elevation of SSMH Minor Adj</td>
<td>0.010 PER Each</td>
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<td>16SS-2</td>
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<td>16SS-3</td>
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<td>17A-A</td>
<td>25.00 Cu Yd, Class A Concrete for Structures (0-25 Cu Yd)</td>
<td>FOR ZERO DOLLARS ONE CENT</td>
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<td>17A-B</td>
<td>50.00 Cu Yd, Class A Concrete for Structures (26-50 Cu Yd)</td>
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<td>17A-C</td>
<td>100.00 Cu Yd, Class A Concrete for Structures (51-100 Cu Yd)</td>
<td>FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
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<tr>
<td>17A-D</td>
<td>200.00 Cu Yds, Class A Concrete for Structures 101 Cu Yd &amp; Over</td>
<td>FOR ZERO DOLLARS ONE CENT</td>
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<td>Cu Yd, Class D Concrete (0-25 Cu Yd) FOR ZERO DOLLARS ONE CENT</td>
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<td>Cu Yd, Class F High Early Concrete (0-25 Cu Yd) FOR ZERO DOLLARS ONE CENT</td>
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<td>17F-B</td>
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<td>17PPC</td>
<td>25.00 Cu Yd, Pervious Portland Cement Concrete FOR ZERO DOLLARS ONE CENT</td>
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<td>22C-A</td>
<td>25.00 Ton, Base Asphalt (0-25 Ton) FOR TWO HUNDRED DOLLARS NO CENTS</td>
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<td>22C-B</td>
<td>50.00 Ton. , Base Asphalt (26-50 tons)</td>
<td>FOR ONE HUNDRED SEVENTY FIVE DOLLARS NO CENTS</td>
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<td>8,750.00</td>
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<td>22C-C</td>
<td>100.00 Tons , Base Asphalt (51-100 Tons)</td>
<td>FOR ONE HUNDRED FIFTY DOLLARS NO CENTS</td>
<td>150.00</td>
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<td>22C-D</td>
<td>500.00 Tons , Base Asphalt 101 tons &amp; over</td>
<td>FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</td>
<td>125.00</td>
<td>62,500.00</td>
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<td>24</td>
<td>10.00 Cu Yd , Concrete Pavement</td>
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<td>0.010</td>
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<td>PER Cu Yd</td>
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<td>24V</td>
<td>10.00 Cu Yd , Concrete Valley Gutter</td>
<td>FOR SEVEN HUNDRED FIFTY DOLLARS NO CENTS</td>
<td>750.00</td>
<td>7,500.00</td>
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<td>PER Cu Yd</td>
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<td>Concrete Curb</td>
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<td>PER Lin Ft</td>
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<tr>
<td>26CG</td>
<td>Lin Ft 100.00</td>
<td>Combination Curb &amp; Gutter</td>
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<td>PER Lin Ft</td>
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<td>26CW</td>
<td>Lin Ft 50.00</td>
<td>Concrete Curb Wall</td>
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<td>PER Lin Ft</td>
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<td>26F</td>
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<td>Concrete Curb Flush</td>
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<td>26PL</td>
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<td>PER Lin Ft</td>
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<td>26S</td>
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<td>26SP-C</td>
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<tr>
<td>27</td>
<td>Sq Ft 500.00</td>
<td>Concrete Sidewalk</td>
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<td>Detectable Warning Surface</td>
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<td>27M</td>
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<td>Concrete Mow Strip 16&quot; Wide</td>
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<td>27MS</td>
<td>Lin Ft 100.00</td>
<td>Concrete Mow Strip &gt; 16' - 36' Wide</td>
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<td>28</td>
<td>Sq Ft 200.00</td>
<td>Concrete Driveway &amp; Aprons</td>
<td>18.000</td>
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<td>Driveway Restoration</td>
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<tr>
<td>30</td>
<td>Sq Yd 100.00</td>
<td>Metal Reinforcement for Conc. Pavmnt</td>
<td>16.000</td>
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<td>FOR SIXTEEN DOLLARS NO CENTS</td>
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<td>31</td>
<td>Lin Ft 10.00</td>
<td>Transverse Joint Supports</td>
<td>20.000</td>
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<tr>
<td>32A</td>
<td>10.00 Each, Longitudinal Joint Ties Pavement FOR ZERO DOLLARS ONE CENT PER Each</td>
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<tr>
<td>32B</td>
<td>10.00 Each, Longitudinal Joint Ties Curb FOR ZERO DOLLARS ONE CENT PER Each</td>
<td>0.010</td>
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<td>32X</td>
<td>10.00 Each, Joint Ties Grout Type FOR ZERO DOLLARS ONE CENT PER Each</td>
<td>0.010</td>
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<td>32X-1</td>
<td>100.00 Each, Load Transfer Device for Conc Pvmnt Repairs FOR FIFTY DOLLARS NO CENTS PER Each</td>
<td>50.000</td>
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<td>250.00 Lb, Bar Reinforcement for Structures FOR TEN DOLLARS NO CENTS PER Lb</td>
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<tr>
<td>33X</td>
<td>100.00 Lb, Epoxy Coated Rebar for Structures FOR FIFTEEN DOLLARS NO CENTS</td>
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<td>1,000.00 Lb, Misc Metals FOR TWO DOLLARS NO CENTS</td>
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<td>35</td>
<td>100.00 Lin Ft, Retaining Guide Tailing FOR THIRTY DOLLARS NO CENTS</td>
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<td>35T</td>
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<td>36C</td>
<td>100.00 Ton, Asphalt Truing &amp; Leveling Type 1A FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</td>
<td>125.00</td>
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<tr>
<td>38CX</td>
<td>100.00 Ton</td>
<td>Asphalt Truing &amp; Leveling Type 1A For Cracks in Asphalt Pavnt FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
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<tr>
<td>36D</td>
<td>100.00 Ton</td>
<td>Asphalt Concrete Type 1A Top &amp; Binder FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</td>
<td>125.00</td>
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<td>36DRAR-S-A</td>
<td>25.00 Tons</td>
<td>Rut Avoidance Asphalt Type 1A Top RA Resurfacing Special (0-25 Tons) FOR TWO HUNDRED TWENTY FIVE DOLLARS NO CENTS</td>
<td>225.00</td>
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<td>36DRAR-S-B</td>
<td>50.00 Tons</td>
<td>Rut Avoidance Asphalt Type RA Resurfacing Special (26-50 Tons) FOR TWO HUNDRED DOLLARS NO CENTS</td>
<td>200.00</td>
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<td>36DRAR-S-C</td>
<td>100.00 Tons</td>
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<td>36HMA</td>
<td>Ton 100.00</td>
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<td>42-2</td>
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<td>Concrete Median Barrier End Sections</td>
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<td>42-3</td>
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<td>Day 50.00, Flashing Arrow Board FOR FIFTY DOLLARS NO CENTS</td>
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<td>102PVMS</td>
<td>Day 100.00, Portable Variable Message Sign FOR SEVENTY FIVE DOLLARS NO CENTS</td>
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<td>Day 50.00, Work Zone Traffic Control Day FOR EIGHT HUNDRED DOLLARS NO CENTS</td>
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<td>1,200.000</td>
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<td>107</td>
<td>Lin Ft 100.00</td>
<td>Cleaning Filling &amp; Sealing Existing Joints and Cracks in Asphalt Pavement FOR FIVE DOLLARS NO CENTS</td>
<td>5.000</td>
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<td>110</td>
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<td>Masonry Pipe Plugs FOR ZERO DOLLARS ONE CENT</td>
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<td>111</td>
<td>Sq Yd 100.00</td>
<td>Removal &amp; Replacement of Pavement FOR ONE HUNDRED DOLLARS NO CENTS</td>
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<tr>
<td>111P</td>
<td>Sq Yd 10.00</td>
<td>Removal &amp; Replacement of Asphalt Covered Pathways FOR ONE HUNDRED DOLLARS NO CENTS</td>
<td>100.000</td>
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<td>112</td>
<td>Each 10.00</td>
<td>Adjusting Manholes FOR TWO HUNDRED DOLLARS NO CENTS</td>
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<td>113</td>
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<td>Adjustment of Surface Inlets FOR TWO HUNDRED FIFTY DOLLARS NO CENTS</td>
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<td>114</td>
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<td>Adjustment of Water Valve Box Elevation FOR TWO HUNDRED DOLLARS NO CENTS</td>
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<td>115</td>
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<td>Butt Joints FOR TWENTY DOLLARS NO CENTS</td>
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<td>116A</td>
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<td>Profiling &amp; Removal of Asphalt Pavement Paving by Contractor will Follow FOR SIXTEEN DOLLARS NO CENTS</td>
<td>16.00</td>
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<td>116AM</td>
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<td>116C</td>
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<td>117T-6</td>
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<td>121</td>
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<td>Drybound Base Course</td>
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<td>122</td>
<td>10.00 Each</td>
<td>Test Holes</td>
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<td>125</td>
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<td>Chemical Admixture for Concrete</td>
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<tr>
<td>126A</td>
<td>50.00 Lin Ft, New Stone Block Curb</td>
<td>FOR TWENTY DOLLARS NO CENTS PER Lin Ft</td>
<td>20.000</td>
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<tr>
<td>126B</td>
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<td>FOR TEN DOLLARS NO CENTS PER Lin Ft</td>
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<td>129</td>
<td>50.00 Cu Yds, Cement Concrete pavement Repairs</td>
<td>FOR ONE THOUSAND FIVE HUNDRED DOLLARS NO CENTS PER Cu Yds</td>
<td>1,500.000</td>
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<td>132</td>
<td>50.00 Each, Pmovable Raised ReflectORIZED Pavement Markers</td>
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<td>75.000</td>
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<tr>
<td>133A</td>
<td>10.00 Lin Ft, Cleaning &amp; Resealing of Longitudinal Joints in PCC Pavement</td>
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<td>10.000</td>
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<td>133B</td>
<td>10.00 Lin Ft</td>
<td>Sealing of Transverse Joints in Cement Concrete Pavement FOR TEN DOLLARS NO CENTS</td>
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<td>134</td>
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<td>136S</td>
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<td>THREE DOLLARS NO CENTS</td>
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<td>PER Lin Ft</td>
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<td>141A</td>
<td>Lin Ft</td>
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<td>Each</td>
<td>Silt Protection for Surface Inlet Drainage Structures</td>
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<td>FOR SEVENTY FIVE DOLLARS NO CENTS</td>
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<td>PER Each</td>
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<td>141C</td>
<td>Each 25.00</td>
<td>Silt Protection for Curb Inlet Drainage Structures</td>
<td>75.00</td>
<td>1,875.00</td>
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<td>150</td>
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<td>151</td>
<td>Lin Ft 100.00</td>
<td>Box Beam Median Barrier</td>
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<td>Box Beam Guide rail End Assembly</td>
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<td>153</td>
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<td>Box Beam Median Barrier End Assembly Type A or B</td>
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<td>PER Lin Ft</td>
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<td>200</td>
<td>60.00</td>
<td>Lin Ft, Heavy Post Plastic &amp; Synthetic Blocked Out Galvanized Corrugated Steel</td>
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<td>PER Lin Ft</td>
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<td>202</td>
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<td>Each, Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Rail</td>
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<td>Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Rail</td>
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<td>216</td>
<td>Lin Ft 100.00</td>
<td>Removal of Existing Guide Rail</td>
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<td>363</td>
<td>Sq Yd 0.50</td>
<td>Grass Seeding</td>
<td>FOR TEN DOLLARS NO CENTS</td>
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<td>Sq Ft 100.00</td>
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<td>367</td>
<td>Acre 100.00</td>
<td>Hydro Seeding</td>
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<td>PER Acre 0.010</td>
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<td>368</td>
<td>100.00</td>
<td>Sq Yd, Topsoil &amp; Grass Seed FOR TWENTY FIVE DOLLARS NO CENTS</td>
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<td>372A</td>
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<td>Each, Tree Removal A (&lt; 6&quot; Caliper) FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>372B</td>
<td>5.00</td>
<td>Each, Tree Removal B (6&quot; - &lt; 12&quot; Caliper) FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>372C</td>
<td>5.00</td>
<td>Each, Tree Removal C (12&quot; - &lt; 24&quot; Caliper) FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>372D</td>
<td>5.00</td>
<td>Each, Tree removal D (24&quot; - &lt; 36&quot; Caliper) FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td></td>
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</tr>
</thead>
<tbody>
<tr>
<td>372E</td>
<td>5.00 Each PER Each</td>
<td>Tree Removal E (36&quot; - &lt; 48&quot; Caliper) FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>373A</td>
<td>5.00 Each PER Each</td>
<td>Stump Removal 4&quot; - &lt; 6&quot; Caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>373B</td>
<td>5.00 Each PER Each</td>
<td>Stump Removal B 6&quot; - &lt; 12&quot; caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>373C</td>
<td>5.00 Each PER Each</td>
<td>Stump removal C 12&quot; - &lt; 24&quot; caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>373D</td>
<td>5.00 Each PER Each</td>
<td>Stump Removal D 24&quot; - &lt; 36&quot; Caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
</tbody>
</table>

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</tr>
</thead>
<tbody>
<tr>
<td>373E</td>
<td>5.00</td>
<td>Each, Stump Removal E 36&quot; - &lt; 48&quot; Caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>374A</td>
<td>5.00</td>
<td>Each, Stump Grinding 4&quot; - &lt; 6&quot; Caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>374B</td>
<td>5.00</td>
<td>Each, Stump Grinding B 6&quot; - &lt; 12&quot; caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>374C</td>
<td>5.00</td>
<td>Each, Stump Grinding C 12&quot; - &lt; 24&quot; Caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.05</td>
</tr>
<tr>
<td>374D</td>
<td>2.00</td>
<td>Each, Stump Grinding D 24&quot; - &lt; 36&quot; Caliper FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.02</td>
</tr>
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</table>

10/07/2018@15:42:31
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<thead>
<tr>
<th>Item Number</th>
<th>Estimate of Quantities</th>
<th>Each</th>
<th>Stump Grinding E 36&quot; - &lt; 48&quot; Caliper</th>
<th>FOR</th>
<th>ZERO DOLLARS ONE CENT</th>
<th>PER</th>
<th>Each</th>
<th>0.010</th>
<th>0.02</th>
</tr>
</thead>
<tbody>
<tr>
<td>374E</td>
<td>2.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>378</td>
<td>100.00 Lin Ft</td>
<td></td>
<td>Mechanical Barrier Root Control System 24&quot; deep</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.010</td>
<td>1.00</td>
</tr>
<tr>
<td>419S-075</td>
<td>10.00 Lin Ft</td>
<td></td>
<td>Furnish &amp; Install 3/4 &quot; Diameter Steel Conduit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20.000</td>
<td>200.00</td>
</tr>
<tr>
<td>420-1</td>
<td>2.00</td>
<td></td>
<td>Furnish &amp; Install Standard Pullbox</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,000.00</td>
<td>2,000.00</td>
</tr>
</tbody>
</table>
| 420R        | 2.00                   |      | Regrade & Pullbox Frame & Cover         |     |                        |     |      | 300.000 | 600.00 | Carry Forward
<table>
<thead>
<tr>
<th>Item Number</th>
<th>Estimate of Quantities</th>
<th>Items with unit bid price written in words</th>
<th>Unit Bid Price</th>
<th>Amount Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>422L</td>
<td>300.00 Lin Ft</td>
<td>Furnish &amp; Install Loop Wire</td>
<td>4.000</td>
<td>1,200.00</td>
</tr>
<tr>
<td></td>
<td>FOR FOUR DOLLARS NO CENTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PER Lin Ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>422LS</td>
<td>100.00 Lin Ft</td>
<td>Furnish &amp; Install Loop Saw Cut</td>
<td>30.000</td>
<td>3,000.00</td>
</tr>
<tr>
<td></td>
<td>FOR THIRTY DOLLARS NO CENTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PER Lin Ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>424-21</td>
<td>2.00 Each</td>
<td>Remove Single Lane Magnetic Detector</td>
<td>0.010</td>
<td>0.02</td>
</tr>
<tr>
<td></td>
<td>FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PER Each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>424-22</td>
<td>2.00 Each</td>
<td>Remove Single Lane Magnetic Housing</td>
<td>0.010</td>
<td>0.02</td>
</tr>
<tr>
<td></td>
<td>FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PER Each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>424-25</td>
<td>2.00 Each</td>
<td>Remove ullbox</td>
<td>0.010</td>
<td>0.02</td>
</tr>
<tr>
<td></td>
<td>FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PER Each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Amount Bid</td>
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<tr>
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<td>------------</td>
</tr>
<tr>
<td>424-26</td>
<td>Each 2.00 each</td>
<td>Remove MultiLane Magnetic Vehicle Detector FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>0.02</td>
</tr>
<tr>
<td>450</td>
<td>Each 2.00 Each</td>
<td>Furnish &amp; Install Post Mounted Sign FOR THREE HUNDRED DOLLARS NO CENTS</td>
<td>300.00</td>
<td>600.00</td>
</tr>
<tr>
<td>451</td>
<td>each 2.00 each</td>
<td>Furnish &amp; Install Post Mounted Handicap Parking Sign FOR FIVE HUNDRED DOLLARS NO CENTS</td>
<td>500.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>502</td>
<td>100.00 Sq Ft</td>
<td>Highway Sealing &amp; Surface Coating Latex FOR TWO DOLLARS NO CENTS</td>
<td>2.00</td>
<td>200.00</td>
</tr>
<tr>
<td>515</td>
<td>50.00 Lin Ft</td>
<td>Sawcutting Grooves in Existing Asphalt or Concrete Pavement FOR FIVE DOLLARS NO CENTS</td>
<td>5.00</td>
<td>250.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Estimate of Quantities</td>
<td>Items with unit bid price written in words</td>
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<td>Amount Bid</td>
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<tr>
<td>-------------</td>
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<td>------------------------------------------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>522</td>
<td>Each 5.00</td>
<td>Triangular Guide Rail Delineator</td>
<td>100.00</td>
<td>500.00</td>
</tr>
<tr>
<td>540</td>
<td>Each 4.00</td>
<td>Steel Bollards</td>
<td>500.00</td>
<td>2000.00</td>
</tr>
<tr>
<td>685.07200110</td>
<td>1,000.00 Lin. Feet</td>
<td>White Epoxy Reflectorized Pavement Stripes - 20 Mil (Wet Night Visibility)</td>
<td>5.00</td>
<td>5000.00</td>
</tr>
<tr>
<td>685.07200210</td>
<td>Each 25.00</td>
<td>White Epoxy Reflectorized Pavement Letters - 20 Mil (Wet Night Visibility)</td>
<td>150.00</td>
<td>3750.00</td>
</tr>
<tr>
<td>685.07200310</td>
<td>Each 25.00</td>
<td>White Epoxy Reflectorized Pavement Symbols - 20 Mil (Wet Night Visibility)</td>
<td>200.00</td>
<td>5000.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Estimate of Quantities</td>
<td>Items with unit bid price written in words</td>
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<td>Amount Bid</td>
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<tr>
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<td>------------------------------------------</td>
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<td>------------</td>
</tr>
<tr>
<td>685.07200410</td>
<td>500.00 Lin. Feet</td>
<td>White Epoxy Reflectorized Pavement Stripes (Cross Hatching) - 20 Mils</td>
<td>FOR EIGHT DOLLARS NO CENTS</td>
<td>8.000 4,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PER Lin. Feet</td>
<td></td>
</tr>
<tr>
<td>685.07200510</td>
<td>500.00 Lin. Feet</td>
<td>White Epoxy Reflectorized Pavement Stripes (Special Markings) - 20 Mils</td>
<td>FOR EIGHT DOLLARS NO CENTS</td>
<td>8.000 4,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PER Lin. Feet</td>
<td></td>
</tr>
<tr>
<td>685.07200610</td>
<td>1,000.00 Lin. Feet</td>
<td>Yellow Epoxy Reflectorized Pavement Stripes - 20 Mils (Wet Night Visibility)</td>
<td>FOR FIVE DOLLARS NO CENTS</td>
<td>5.000 5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PER Lin. Feet</td>
<td></td>
</tr>
<tr>
<td>685.07200710</td>
<td>500.00 Lin. Feet</td>
<td>Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) - 20 Mils</td>
<td>FOR EIGHT DOLLARS NO CENTS</td>
<td>8.000 4,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PER Lin. Feet</td>
<td></td>
</tr>
<tr>
<td>685.07200810</td>
<td>10.00 Each</td>
<td>White Epoxy Reflectorized Pavement Yield Line Symbols - 20 Mils (Wet Night Visibility)</td>
<td>FOR TWO HUNDRED DOLLARS NO CENTS</td>
<td>200.000 2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PER Each</td>
<td></td>
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<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>685.07200910</td>
<td>Each, White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 20 Mils FOR TWO HUNDRED FIFTY DOLLARS NO CENTS</td>
<td>250.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>744</td>
<td>LS, Force Account Work FOR ONE HUNDRED THOUSAND DOLLARS NO CENTS</td>
<td>100,000.00</td>
<td>100,000.00</td>
</tr>
<tr>
<td>762</td>
<td>LB, Integral Color Pigment for Cement Concrete FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>1.00</td>
</tr>
<tr>
<td>763</td>
<td>Sq Ft, Imprinting on Cement Concrete Pavement or Sidewalks FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>1.00</td>
</tr>
<tr>
<td>764</td>
<td>Sq Ft, Colored &amp; Imprinted Asphalt FOR ZERO DOLLARS ONE CENT</td>
<td>0.010</td>
<td>1.00</td>
</tr>
<tr>
<td>Item Number</td>
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<td>-------------</td>
<td>------------------------</td>
<td>-----------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>765</td>
<td>2.00 Each Furnish &amp; Install Concrete Parking Bumper FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td>0.010</td>
</tr>
<tr>
<td>769A</td>
<td>2.00 Each Type A Catch Basin Insert Filter Type Combination Inlet FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td>0.010</td>
</tr>
<tr>
<td>769B</td>
<td>2.00 Each Type B Catch Basin Insert Filter Type Curb Inlet Only FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td>0.010</td>
</tr>
<tr>
<td>770A</td>
<td>2.00 Each Type A Catch Basin Insert Sediment Control Type Combination Inlet FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td>0.010</td>
</tr>
<tr>
<td>770B</td>
<td>2.00 Each Type B Catch Basin Insert Sediment Control Type Curb Inlet Only FOR ZERO DOLLARS ONE CENT</td>
<td></td>
<td>0.010</td>
</tr>
<tr>
<td>Item Number</td>
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<td>-------------</td>
<td>------------------------</td>
<td>-------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>771A</td>
<td>2.00 Each, Type A Catch Basin Insert Sediment Control Type with Pathogen Filtration FOR ZERO DOLLARS ONE CENT PER Each</td>
<td></td>
<td>0.010</td>
</tr>
<tr>
<td>771B</td>
<td>2.00 Each, Type B Catch Basin Insert Sediment Control Type with Pathogen Filtration FOR ZERO DOLLARS ONE CENT PER Each</td>
<td></td>
<td>0.010</td>
</tr>
</tbody>
</table>

PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM EXCEPT AS DIRECTED FOR OPTIONAL ITEMS

TOTAL OR GROSS SUM WRITTEN IN WORDS
EIGHT HUNDRED FIFTY SIX THOUSAND SIX HUNDRED THIRTY ONE DOLLARS TWENTY FOUR CENTS $ 856,631.24
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12664, Debarment and Suspension, 28 CFR Part 57, Section 87.310, Participants' responsibilities. The regulations were published as Part VII of the May 28, 1985 Federal Register (pages 10100-10211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph M. Williams, Jr, P.E., Sr. Vice President
Name and Title of Authorized Representative

[Signature]
Signature

9/27/2019
Date

Pratt Brothers, Inc.
Name of Organization

45 South Fourth Street, Bay Shore, NY 11706
Address of Organization

[OJP FORM 4061/A (REV. 3/90) Previous editions are obsolete]

Nassau County D.P.W.
QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;
   
   a. as a Prime Contractor 17 years
   
   b. as a Subcontractor 17 years

3. List below the construction projects your firm has under way as of this date:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of work</th>
<th>Percent Completed</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
</table>

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of work</th>
<th>Percent Completed</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
</table>

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

5. Have you:
   
   a. ever failed to complete any work awarded to You? No
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions.
c. ever been declared a non-responsible bidder by any municipality or public agency? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

   d. ever been barred from bidding municipal or public contracts? No
      If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

   a. that failed to complete a construction contract? No
      If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

   b. that has ever been defaulted on a contract? No
      If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

   c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
      If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.
d. that has ever been barred from bidding municipal or public contracts? __No____
   If so, state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? __No____
   If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.
   None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
   None

10. In what other lines of business are you financially interested?
    Manufacturer of asphalt aggregate and asphalt pavement materials.
11. What is the construction experience of the principal individuals of your firm?

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction or Construction Experience</th>
<th>Magnitude and type of work</th>
<th>In what Capacity</th>
</tr>
</thead>
</table>

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

| Item | Description, Size, Capacity, Year, etc. | Years of Service | Present Location |

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)
14. In what manner have you inspected this proposed work? Explain in detail.

   Complete plan takeoff of all quantities and materials and site inspection.

(Use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.
   As per plans and specifications

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

   James J. Pratt, III

17. Insurance carried by your firm:

   Type  Company  Limits of Coverage  Term

SEE ATTACHED QUALIFICATION STATEMENT
18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "Qualifications and Responsibility of Bidders" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.
NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)
STATE OF NEW YORK  
COUNTY OF NASSAU  

Joseph M. Williams, Jr., P.E.  

Being duly sworn, deposes and says:
That he resides at  
in the City of  
that he is the Sr. Vice President of  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me this  

Form of Affidavit where Bidder is a firm)
STATE OF NEW YORK  
COUNTY OF NASSAU  

Being duly sworn, deposes and says:
That he is a member of  
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me this  

(Form of Affidavit where Bidder is an individual)
STATE OF NEW YORK  
COUNTY OF NASSAU  

Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me this  

Notary
CAROL A. MILLER  
Notary Public, State of New York  
No. 5062326  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2024

Nassau County DPW  
115 of 382  
Contract No. H61687-G5Q
QUALIFICATION STATEMENT

PRATT BROTHERS, INC.

AS OF

DECEMBER 31, 2018

PRATT BROTHERS, INC.

JOSEPH M. WILLIAMS, JR., P.E., SR. VICE PRESIDENT
QUALIFICATION STATEMENT

1. How many years has your firm been in the business under your present business name?
   17

2. How many years experience in the construction work of a similar type as this contract, has your firm had?
   a) as a Prime Contractor  17
   b) as a Subcontractor  17

3. List below the construction projects your firm has under way as of this date.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Percent Completed</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please See Enclosure 1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. List the projects your firm as a firm has performed in the past few years which you feel will qualify you for this work.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Percent Completed</th>
<th>Name and Address of Owner or Contracting Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please See Enclosure 2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Have you:
   a) ever failed to complete any work awarded to you?
      No
   b) ever been defaulted on a contract?
      No
c) ever declared a non-responsible bidder by any municipality or public agency?
No

d) ever been barred from bidding municipal or public contracts?
No

6. Has any officer or partner or principal of your firm ever been an officer or partner or principal of some other firm:
   a) that failed to complete a construction contract?
      No
   b) that has ever been defaulted on a contract?
      No
   c) that has ever been declared a non-responsible bidder by any municipality of public agency?
      No
   d) that has ever been barred from bidding municipal or public contracts?
      No

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in this name?
No

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.
None
9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

Manufacturer of Asphalt Pavement Materials
Manufacturer of Asphalt Aggregate Materials

11. What is the construction experience of the principal individuals of your firm?

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position or Office</th>
<th>Years of Construction Experience</th>
<th>Magnitude and Type of Work</th>
<th>In What Capacity</th>
</tr>
</thead>
</table>

*Please See Enclosure 3*

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected.

<table>
<thead>
<tr>
<th>Item Description, Size Capacity, Year, Etc.</th>
<th>Years of Service</th>
<th>Present Location</th>
</tr>
</thead>
</table>

*Please See Enclosure 4*

14. In what manner have you inspected this proposed work? Explain in detail.

Complete Site Inspection
Complete plan take off of all quantities and materials

15. Explain your plan and lay-out for performing the proposed work.

To be submitted at the pre-construction meeting.
16. If a contract is awarded or a permit is issued to your firm, who will have the personal supervision of the work?

James J. Pratt, III

17. Insurance carried by your firm.

Please See Enclosure 5


Please See Enclosure 7

19. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled “Qualifications and Responsibility of Bidders” and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as “not responsible,” and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.
NOTE: The bids shall be sworn to by the person signing them, in the
following form:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK  
COUNTY OF SUFFOLK  

{Joseph M. Williams, Jr., P.E.} being duly sworn, deposes and says:
that he resides at {60 Main St.} in the City of {New York}.
that he is the {Sr. Vice President} of Pratt Brothers, Inc.
the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that the seal affixed
to the said instrument is such corporate seal and was affixed by order of
the Board of Directors of said corporation; that he signed his name
thereto by like order; and that he has knowledge of the several matters
therein stated and they are in all respects true.

Subscribed and sworn to before me this 7th day of October, 2019

[Signature]
Notary

CAROL A. MILLER
Notary Public, State of New York
No. 506326
Qualified in Suffolk County
Commission Expires Sept. 26, 2022

Pratt Brothers, Inc.
ENCLOSURE 1

Current Ongoing Projects
<table>
<thead>
<tr>
<th>JOB NO</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% UNCOMPLETED AMOUNT</th>
<th>% INCOMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-029</td>
<td>Hofstra University J&amp;A Concrete Jonathan Martina</td>
<td>Zarb School of Business</td>
<td>Sub</td>
<td>Cameron Engineering (516) 827-4900</td>
<td>$1,020,656.00</td>
<td>7%</td>
<td>47,200.00</td>
</tr>
<tr>
<td>17-043</td>
<td>AVR Realty Tom Perina (914) 965-3990</td>
<td>AVR Yaphank Const. LIE Service Road Westbound Ramps</td>
<td>Prime</td>
<td>Vollinuth &amp; Brush George Brush (631) 363-2683</td>
<td>$3,782,086.80</td>
<td>24%</td>
<td>45,587.80</td>
</tr>
<tr>
<td>17-075</td>
<td>AVR Realty Tom Perina (914) 965-3990</td>
<td>AVR Yaphank Const. LIE Service Road Eastbound Ramps</td>
<td>Prime</td>
<td>Greenman Pedersen Inc. (631) 587-5660</td>
<td>$2,013,283.40</td>
<td>33%</td>
<td>25,598.58</td>
</tr>
<tr>
<td>17-109</td>
<td>Nassau County DPW Hemanth George Mathew (516) 571-3741</td>
<td>Resurfacing Requirements Contract H6158702Q.</td>
<td>Prime</td>
<td>Nassau County DPW In-House</td>
<td>$6,289,217.34</td>
<td>15%</td>
<td>2,413,902.95</td>
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<tr>
<td>17-111</td>
<td>Suffolk County DPW Paul McMahon</td>
<td>Storm Water Remediation Improvement - Mud Creek 5-17.3.30 (CP 8239,310)</td>
<td>Prime</td>
<td>Suffolk County DPW In-House</td>
<td>$359,700.00</td>
<td>18%</td>
<td>15,026.20</td>
</tr>
<tr>
<td>17-199</td>
<td>Nassau County DPW Hemanth George Mathew (516) 571-3741</td>
<td>Resurfacing Phase 55 Town of Hempstead H61587-55GR</td>
<td>Prime</td>
<td>Nassau County DPW In-House</td>
<td>$4,348,565.00</td>
<td>25%</td>
<td>511,981.18</td>
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<tr>
<td>17-231</td>
<td>Stata University of NY Aurora Contractors Barney Reilly</td>
<td>Stony Brook University Innovation &amp; Discovery Center</td>
<td>Sub</td>
<td>Mitchell - Giurgola Architects, LLP</td>
<td>$1,941,645.00</td>
<td>14%</td>
<td>218,605.00</td>
</tr>
<tr>
<td>17-241</td>
<td>Village of Valley Stream Robert Fumagalli (516) 592-5105</td>
<td>2017 Road Improvements</td>
<td>Prime</td>
<td>Lucchesi Engineering PC Michael Mark (516) 942-3772</td>
<td>$1,686,334.00</td>
<td>42%</td>
<td>68,831.39</td>
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<tr>
<td>17-375</td>
<td>Nassau County DPW P. Scalamanre &amp; Sons</td>
<td>Hempstead Force Main Village of Hempstead Contract 33P311-09S</td>
<td>Sub</td>
<td>Cameron Engineering (516) 827-4900</td>
<td>$392,085.50</td>
<td>0%</td>
<td>32,463.34</td>
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<tr>
<td>17-405</td>
<td>Suffolk County DPW Paul McMahon</td>
<td>Improvement to CR93 Ocean Ave @ Rosevale CP 5535/5014</td>
<td>Prime</td>
<td>Suffolk County DPW In-House</td>
<td>$1,951,159.00</td>
<td>24%</td>
<td>1,551,159.00</td>
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<tr>
<td>18-018</td>
<td>Marriott Residence Inn Auguswicz Contracting</td>
<td>Residence Inn Garden City, NY Site Work/Paving</td>
<td>Sub</td>
<td>VHB Engineering (631) 813-2545</td>
<td>$258,805.00</td>
<td>0%</td>
<td>142,190.00</td>
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</tbody>
</table>

Page 1 of 3

3/28/2019
<table>
<thead>
<tr>
<th>JOB NO.</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% SUB</th>
<th>UNCOMPLETED AMOUNT</th>
<th>% INCOMPLETE</th>
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<tbody>
<tr>
<td>18-070</td>
<td>Simply Self Storage</td>
<td>Self Storage</td>
<td>Sub</td>
<td>Barnett Bonacci &amp; Van Weele, PC</td>
<td>$ 592,486.00</td>
<td>20%</td>
<td>107,798.75</td>
<td>18%</td>
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<tr>
<td></td>
<td>Axis Construction Corp.</td>
<td>Hauppauge Site Work</td>
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<tr>
<td>18-112</td>
<td>National Grid</td>
<td>National Grid Bay</td>
<td>Sub</td>
<td>National Grid</td>
<td>$ 751,777.70</td>
<td>10%</td>
<td>334,964.06</td>
<td>45%</td>
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<td></td>
<td>Shulman Industries</td>
<td>Shore The Gateway to Brightwaters Site work/Paving</td>
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<tr>
<td></td>
<td>Chris Piraglia</td>
<td></td>
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<tr>
<td>18-138</td>
<td>Target</td>
<td>Target Copplaque</td>
<td>Sub</td>
<td>Gausman &amp; Moore</td>
<td>$ 229,388.93</td>
<td>30%</td>
<td>34,888.93</td>
<td>15%</td>
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<td></td>
<td>Bush Construction</td>
<td>Remodel Site work/Paving</td>
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<tr>
<td></td>
<td>John Maloney</td>
<td></td>
<td></td>
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<tr>
<td>18-144</td>
<td>Town of Oyster Bay</td>
<td>Requirements Contract</td>
<td>Prime</td>
<td>Town of Oyster Bay</td>
<td>$ 1,000,000.00</td>
<td>5%</td>
<td>392,418.29</td>
<td>39%</td>
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<tr>
<td>18-196</td>
<td>AVR Realty Co.</td>
<td>Yaphank Woods Blvd</td>
<td>Sub</td>
<td>Vollmuth &amp; Brush</td>
<td>$ 594,179.70</td>
<td>5%</td>
<td>187,449.14</td>
<td>32%</td>
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<tr>
<td></td>
<td>Tom Perna</td>
<td>Extension Phase 3</td>
<td></td>
<td>George Brush</td>
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<td>(914) 965-5990</td>
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<td>(631) 363-2683</td>
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<tr>
<td>18-208</td>
<td>Suffolk County DPW</td>
<td>Storm Water Remediation</td>
<td>Prime</td>
<td>Suffolk County DPW</td>
<td>$ 118,075.00</td>
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<td>112,000.00</td>
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<tr>
<td></td>
<td>Paul McMahon 9</td>
<td>Improvement - Peconic La 5-17.3.30(CP 5014.215)</td>
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<td>18-218</td>
<td>Suffolk County DPW</td>
<td>Storm Water Remediation</td>
<td>Prime</td>
<td>Suffolk County DPW</td>
<td>$ 170,158.00</td>
<td>7%</td>
<td>12,567.25</td>
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<td>Paul McMahon 9</td>
<td>Improvement - Medford 5-17.3.30(CP 5014.262)</td>
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<tr>
<td>18-302</td>
<td>Village of Garden City</td>
<td>Village of Garden City 2018 Road Improvements</td>
<td>Sub</td>
<td>Village of Garden City</td>
<td>$ 1,032,483.00</td>
<td>0%</td>
<td>258,235.92</td>
<td>25%</td>
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<td></td>
<td>Valente Contracting Corp.</td>
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<td></td>
<td>John Valente</td>
<td></td>
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<tr>
<td>18-328</td>
<td>Riverhead Solar Farm LLC</td>
<td>Riverhead Solar Project</td>
<td>Sub</td>
<td>Blymer Engineers 510-521-3773</td>
<td>$ 2,338,806.00</td>
<td>5%</td>
<td>831,883.25</td>
<td>36%</td>
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<td>Rosendin Electric Inc.</td>
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<tr>
<td></td>
<td>Rich Shafer</td>
<td></td>
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<tr>
<td>18-338</td>
<td>Cornerstone Hauppauge LLC</td>
<td>Cornerstone at</td>
<td>Sub</td>
<td>Nelson &amp; Pope</td>
<td>$ 886,000.00</td>
<td>20%</td>
<td>886,000.00</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hauppauge On-site Paving</td>
<td></td>
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<tr>
<td>18-354</td>
<td>AVR Yaphank Constr, Co.</td>
<td>AVR Yaphank</td>
<td>Sub</td>
<td>Vollmuth &amp; Brush</td>
<td>$ 53,940.00</td>
<td>80%</td>
<td>53,940.00</td>
<td>100%</td>
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<tr>
<td></td>
<td>AVR Realty Co.</td>
<td>Common Area 2</td>
<td></td>
<td>George Brush</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Tom Perna</td>
<td>Blvd West</td>
<td></td>
<td>(631) 363-2683</td>
<td></td>
<td></td>
<td></td>
<td></td>
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## CURRENT ONGOING PROJECTS
**As of December 31, 2018**

<table>
<thead>
<tr>
<th>JOB NO.</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% UNCOMPLETED AMOUNT</th>
<th>% INCOMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-358</td>
<td>Village of New Hyde Park</td>
<td>2018 Road Improvements</td>
<td>Prime</td>
<td>D&amp;B Engineers Mehmet Adkag</td>
<td>$479,557.00</td>
<td>28%</td>
<td>32,169.59</td>
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<tr>
<td>18-366</td>
<td>Elecon Hawkeye LLC</td>
<td>Riverhead Solar Substation 199</td>
<td>Sub</td>
<td>VHB Engineering (631) 813-2545</td>
<td>$460,895.00</td>
<td>40%</td>
<td>424,775.00</td>
</tr>
<tr>
<td>18-430</td>
<td>AVR Yaphank Constr. Co. AVR Realty Co. Tom Pema</td>
<td>Site Work ALR/ILR Assisted Living Parking Lot - Paving</td>
<td>Sub</td>
<td>Vollmuth &amp; Brush George Brush (631) 363-2683</td>
<td>$170,200.46</td>
<td>0%</td>
<td>55,448.50</td>
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<tr>
<td>18-446</td>
<td>AVR Yaphank Constr. Co. AVR Realty Co. Tom Pema</td>
<td>The Meadows at Yaphank Hotel - Site Work</td>
<td>Sub</td>
<td>Bohler Engineering (631) 738-1200</td>
<td>$426,928.65</td>
<td>0%</td>
<td>107,089.50</td>
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### New Work 2019
<table>
<thead>
<tr>
<th>JOB NO.</th>
<th>AGENCY/OWNER</th>
<th>CONTRACT NAME/NUMBER</th>
<th>PRIME/SUB</th>
<th>DESIGN ENGINEER/ARCHITECT</th>
<th>TOTAL AMOUNT CONTRACT</th>
<th>% UNCOMPLETED AMOUNT</th>
<th>% INCOMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-304</td>
<td>G&amp;C Fab-Con LLC</td>
<td>Calverton Nation Cemetery Gravesite Expansion &amp; Site Improvements 805PC2048</td>
<td>Sub</td>
<td>Gordon 703-263-1900</td>
<td>$5,889,065.00</td>
<td>5,889,065.00</td>
<td>100%</td>
</tr>
</tbody>
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*Page 3 of 3*
## MAJOR PROJECTS COMPLETED

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH/ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-135 Southern State Parkway Suffolk County D202416</td>
<td>New York State DOT</td>
<td>New York State DOT James Eldor</td>
<td>$10,433,621.00</td>
<td>9/15/2009</td>
<td>94%</td>
<td>New York State DOT James Eldor</td>
</tr>
<tr>
<td>08-290 County Road 16 Reconstruction, Ronkonkoma No. 5511</td>
<td>Suffolk County DPW</td>
<td>Lockwood, Kessler and Bartlett</td>
<td>$22,641,805.00</td>
<td>7/31/2011</td>
<td>64%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
</tr>
<tr>
<td>10-268 Culvert Replacement on Valley Stream Road</td>
<td>Village of Valley Stream</td>
<td>Village of Valley Stream</td>
<td>$1,446,380.60</td>
<td>12/31/2011</td>
<td>63%</td>
<td>Village of Valley Stream Tona Cella (516) 592-5105</td>
</tr>
<tr>
<td>10-309 CR19 Fetchogue Holbrook Rd Traffic Calming 3302/5014</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW In-House</td>
<td>$1,201,304.47</td>
<td>11/15/2011</td>
<td>68%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
</tr>
<tr>
<td>09-155 Calverton National Cemetery Expansion 80520385</td>
<td>Calverton National Cemetery</td>
<td>Carter Van Dyke (212) 345-5053</td>
<td>$11,770,011.69</td>
<td>12/31/2011</td>
<td>60%</td>
<td>G &amp; P F &amp; C LLC John Schleer (908) 782-0526</td>
</tr>
<tr>
<td>11-011 Sysco Warehouse Central Islip</td>
<td>Sysco Food Services</td>
<td>Vollmuth &amp; Brush (631) 363-2683</td>
<td>$5,445,493.96</td>
<td>6/30/2012</td>
<td>85%</td>
<td>Aurora Contractors Barney Reilly (631) 981-3765</td>
</tr>
<tr>
<td>11-059 CR31 &amp; 104 Intersection Reconstr. Hampton Bays CP5692</td>
<td>Suffolk County DPW William Hillman P.E. (631) 852-4006</td>
<td>Suffolk County DPW In-House</td>
<td>$1,072,863.65</td>
<td>2/17/2012</td>
<td>71%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
</tr>
<tr>
<td>11-413 Solar Array Project @ Cohalan Court Complex Central Islip</td>
<td>Enxco Development Co. Eldor Contracting Corp. Keith Feldman</td>
<td>Enxco Development Co.</td>
<td>$569,373.28</td>
<td>12/31/2012</td>
<td>100%</td>
<td>Eldor Contracting Corp. Keith Feldman (631) 218-0100</td>
</tr>
</tbody>
</table>
## MAJOR PROJECTS COMPLETED

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH./ENG.</th>
<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
</tr>
</thead>
</table>
| 11-335  | Solar Array Project @ Riverhead County Complex | Enrco Development Co. | $627,901.15 | 12/31/2012 | 93% | Elder Contracting Corp. 
Keith Feldman 
(631) 218-0100 |
| 12-164  | New Entrance Roadway For School of Medicine Hofstra University Richard S Leddy | Cameron Eng & Assoc, Jack Ozyman 
(516) 827-4900 | $604,205.00 | 9/30/2012 | 60% | Hofstra University Richard S. Leddy 
(516) 462-5558 |
| 12-174  | Home Depot Parking Lot Commack | Home Depot | $796,600.00 | 12/31/2012 | 100% | Opal Construction 
Chris Cavoto 
(631) 242-7440 |
| 09-239  | Nassau County DPW Highway & Drainage Req. H963022S | Nassau County DPW | $1,282,824.00 | 12/31/2011 | 85% | Nassau County DPW 
(631) 571-6666 |
| 11-359  | Suffolk County DPW Storm Water Pollution Remediation Phase 3 CP82289 | Suffolk County DPW | $1,294,862.00 | 12/16/2013 | 90% | Suffolk County DPW 
Justin Hipperling 
(631) 852-4008 |
| 11-393  | Suffolk County DPW Wicks Road Improvement CP5539 | Suffolk County DPW | $5,693,653.00 | 12/31/2013 | 66% | Suffolk County DPW 
Justin Hipperling 
(631) 852-4008 |
| 12014   | Suffolk County DPW CR39 North Road Improvements CP5528 | Suffolk County DPW | $3,779,594.00 | 12/31/2013 | 77% | Suffolk County DPW 
Justin Hipperling 
(631) 852-4008 |
| 12-018  | Canon Headquarters Phase II - Sitework | Canon USA | $5,563,069.00 | 11/30/2013 | 56% | Turner Construction 
Chris Deschler 
(212) 229-6000 |
| 12-156  | Mall at Bay Plaza Site Work - Bronx, NY | Prestige Properties & Dev. 
Startech Consulting 
Services Inc. 
(212) 360-5600 | $1,799,983.00 | 11/30/2013 | 98% | Aurora Contractors 
Jonathan McGowan 
(631) 921-3785 |
| 12-166  | Home Depot Parking Lot Long Island City-Milling/Paving | Home Depot | $493,600.00 | 12/31/2013 | 100% | Opti Construction 
Chris Cavoto 
(631) 242-7440 |
| 13-033  | Sheridan Blvd. Drainage Mineola H6005001G | Nassau County DPW | $718,259.00 | 12/31/2013 | 98% | Nassau County DPW 
Shila Shah Gavvoudias 
(516) 571-9600 |
| 12-426  | Recontruction of Sound Avenue, CR48 Greenport - 5528 | Suffolk County DPW Justin Hipperling P.E. 
(631) 852-4008 | $3,791,800.00 | 12/31/2014 | 86% | Suffolk County DPW 
Justin Hipperling 
(631) 852-4008 |
## MAJOR PROJECTS COMPLETED

<table>
<thead>
<tr>
<th>PROJECT</th>
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<th>CONTRACT AMOUNT</th>
<th>DATE COMPLETED</th>
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</tr>
</thead>
<tbody>
<tr>
<td>13-055</td>
<td>Aurora Contractors Barney Reilly</td>
<td>Rosenbaum Design Group</td>
<td>$3,092,479.00</td>
<td>12/31/2014</td>
<td>80%</td>
<td>Aurora Contractors Barney Reilly (631) 981-3785</td>
</tr>
<tr>
<td>13-049</td>
<td>Clearspan Building Project</td>
<td>Brookhaven Rail Terminal</td>
<td>$1,884,905.00</td>
<td>12/31/2014</td>
<td>65%</td>
<td>Brookhaven Rail Term. Andy Kaufman (631) 924-8800</td>
</tr>
<tr>
<td>13-089</td>
<td>Avalon Bay Communities</td>
<td>Nelson &amp; Pope</td>
<td>$1,023,793.00</td>
<td>12/31/2014</td>
<td>30%</td>
<td>Avalon Bay Communities Matthew Gendron (617) 645-3937</td>
</tr>
<tr>
<td>13-183</td>
<td>Asphalt Paving Huntington Station</td>
<td>Avalon Bay Communities</td>
<td>Nelson &amp; Pope</td>
<td>$1,288,545.00</td>
<td>95%</td>
<td>Avalon Bay Communities Matthew Gendron (617) 645-3937</td>
</tr>
<tr>
<td>13-219</td>
<td>Stony Brook Medical Center East Parking Field Paving</td>
<td>State of New York Dormitory Authority</td>
<td>H2M Architects &amp; Engineers</td>
<td>$670,176.00</td>
<td>100%</td>
<td>Warrat Bros. Inc. Jake Warrat (631) 588-9300</td>
</tr>
<tr>
<td>13-283</td>
<td>2013 Road Improvements Nassau Avenue</td>
<td>Village of Freeport</td>
<td>Village of Freeport In-House</td>
<td>$1,407,428.00</td>
<td>73%</td>
<td>Village of Freeport Robert Fisano P.E. (516) 377-2233</td>
</tr>
<tr>
<td>14-306</td>
<td>Green Acres Mall Valley Stream - Parking Field Pavement &amp; Rehab</td>
<td>Green Acres Mall Optel Construction</td>
<td>Savik &amp; Murray LLP</td>
<td>$869,154.46</td>
<td>95%</td>
<td>Opal Construction Chris Cavoto (631) 242-7440</td>
</tr>
<tr>
<td>13-035</td>
<td>Reconstruction of Rte 347 &amp; 112 D262168</td>
<td>New York State DOT</td>
<td>New York State DOT</td>
<td>$5,634,311.00</td>
<td>98%</td>
<td>P. Scalamandre &amp; Sons Tom Hayes (516) 866-3000</td>
</tr>
<tr>
<td>13-297</td>
<td>Village of Mineola 2013 Road Improvements</td>
<td>Village of Mineola</td>
<td>Dvorka &amp; Bartlucchi Christopher Clement (516) 364-9880</td>
<td>$1,054,509.00</td>
<td>85%</td>
<td>Village of Mineola Thomas Rini (516) 746-0763</td>
</tr>
<tr>
<td>14-034</td>
<td>Bridge Rehabilitation Various Locations</td>
<td>Suffolk County DPW</td>
<td>Suffolk County DPW</td>
<td>$1,848,219.00</td>
<td>76%</td>
<td>Suffolk County DPW Justin Hipperling (631) 852-4006</td>
</tr>
<tr>
<td>14-084</td>
<td>We're Associates, Inc. Lake Success Redevelopment 1 Dakota Drive</td>
<td>We're Associates Inc. Gary R Woska</td>
<td></td>
<td>$2,321,333.00</td>
<td>55%</td>
<td>We're Associates, Inc. Philip Arnold (516) 931-5922</td>
</tr>
<tr>
<td>14-220</td>
<td>Village of Garden City</td>
<td>Village of Garden City In-House</td>
<td></td>
<td>$4,746,069.00</td>
<td>70%</td>
<td>Village of Garden City Domenick Stancio (516) 485-4017</td>
</tr>
</tbody>
</table>
# Major Projects Completed

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Architect/Engineer</th>
<th>Contract Amount</th>
<th>Date Completed</th>
<th>% of Our Work</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-294</td>
<td>Ritz Carlton Residences Off Site Sanitary Sewer Connections SLC108001A</td>
<td>LRC Construction LLC</td>
<td>H2M Architects Enga</td>
<td>$525,000.00</td>
<td>7/27/2015</td>
<td>61%</td>
</tr>
<tr>
<td>15-241</td>
<td>We're Associates Inc. Parking Lots</td>
<td>We're Associates Inc.</td>
<td>We're Associates Inc. Gary R Woska</td>
<td>$609,457.00</td>
<td>12/31/2015</td>
<td>85%</td>
</tr>
<tr>
<td>14-132</td>
<td>Rose Breslin Assoc. LLC Yaphank Woods Blvd. Road Improvements</td>
<td>AVR Realty</td>
<td>AVR Realty</td>
<td>$1,835,000.00</td>
<td>4/30/2016</td>
<td>100%</td>
</tr>
<tr>
<td>14-142</td>
<td>Aurora Contractors Inc. State University of New York at Stony Brook Toll Drive Residence Phase I</td>
<td>KSQ Architects, P.C.</td>
<td>KSQ Architects, P.C. (914) 682-3700</td>
<td>$1,980,793.00</td>
<td>12/31/2016</td>
<td>87%</td>
</tr>
<tr>
<td>14-378</td>
<td>Aurora Contractors Inc. State University of New York at Stony Brook Toll Drive Residence Phase II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>15-017</td>
<td>Dormitories #A048007 Sitework</td>
<td>Dolph Rotfeld Eng.</td>
<td>Dolph Rotfeld Eng. (914) 631-8600</td>
<td>$538,413.00</td>
<td>9/28/2016</td>
<td>87%</td>
</tr>
<tr>
<td>15-107</td>
<td>William Floyd Parkway Yaphank Woods Blvd.</td>
<td>Rose Breslin Assoc. LLC AVR Realty</td>
<td>Rose Breslin Assoc. LLC AVR Realty (631) 965-2883</td>
<td>$4,061,494.00</td>
<td>12/31/2016</td>
<td>70%</td>
</tr>
<tr>
<td>15-149</td>
<td>Leavenworth Solar Farm Shoreham</td>
<td>Vineyard Engineering</td>
<td>Vineyard Engineering (631) 234-3444</td>
<td>$1,082,426.00</td>
<td>9/28/2016</td>
<td>88%</td>
</tr>
<tr>
<td>15-315</td>
<td>Village of Floral Park Valente Contracting Corp. 2015 Road Improvements</td>
<td>Dvirka &amp; Bartlucchi</td>
<td>Dvirka &amp; Bartlucchi Christopher Clement (516) 364-9890</td>
<td>$1,297,048.00</td>
<td>12/31/2016</td>
<td>96%</td>
</tr>
<tr>
<td>15-305</td>
<td>Rose Breslin Assoc. LLC AVR Realty The Meadows at Yaphank Yaphank Woods Blvd. Phase 1A Sitework</td>
<td>Rose Breslin Assoc. LLC AVR Realty</td>
<td>Rose Breslin Assoc. LLC AVR Realty (631) 363-2883</td>
<td>$978,895.00</td>
<td>12/31/2016</td>
<td>100%</td>
</tr>
<tr>
<td>15-151</td>
<td>NYRA Belmont EW Howell Trevor Salvo</td>
<td>Dolph Rotfeld Eng. (914) 631-8600</td>
<td>Dolph Rotfeld Eng. (914) 631-8600</td>
<td>$538,413.00</td>
<td>9/28/2016</td>
<td>87%</td>
</tr>
<tr>
<td>15-315</td>
<td>Village of Floral Park Valente Contracting Corp. 2015 Road Improvements</td>
<td>Dvirka &amp; Bartlucchi</td>
<td>Dvirka &amp; Bartlucchi Christopher Clement (516) 364-9890</td>
<td>$1,297,048.00</td>
<td>12/31/2016</td>
<td>96%</td>
</tr>
<tr>
<td>15-305</td>
<td>Rose Breslin Assoc. LLC AVR Realty The Meadows at Yaphank Yaphank Woods Blvd. Phase 1A Sitework</td>
<td>Rose Breslin Assoc. LLC AVR Realty</td>
<td>Rose Breslin Assoc. LLC AVR Realty (631) 363-2883</td>
<td>$978,895.00</td>
<td>12/31/2016</td>
<td>100%</td>
</tr>
<tr>
<td>15-151</td>
<td>We're Associates Inc. Philip Arnold (516) 931-5322</td>
<td>We're Associates Inc.</td>
<td>We're Associates Inc. Gary R Woska</td>
<td>$1,423,116.00</td>
<td>4/30/2016</td>
<td>65%</td>
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<tr>
<td>15-355</td>
<td>Village of Mineola Valente Contracting Corp. 2015 Road Improvements</td>
<td>Dvirka &amp; Bartlucchi</td>
<td>Dvirka &amp; Bartlucchi Christopher Clement (516) 364-9890</td>
<td>$742,821.00</td>
<td>9/28/2016</td>
<td>100%</td>
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<tr>
<td>16-138</td>
<td>NYSDOT P. Scalambre &amp; Sons LIE Welcome Center Dix Hills</td>
<td>Stantec Consulting Services Inc.</td>
<td>Stantec Consulting Services Inc. (212) 366-5600</td>
<td>$1,578,528.00</td>
<td>11/30/2016</td>
<td>100%</td>
</tr>
</tbody>
</table>
### MAJOR PROJECTS COMPLETED

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCH/ENG.</th>
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<th>DATE COMPLETED</th>
<th>% OF OUR WORK</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-1152</td>
<td>Village of New Hyde Park</td>
<td>Dvika &amp; Bartlucci Christopher Clement (516) 364-8890</td>
<td>$2,127,958.00</td>
<td>12/31/2016</td>
<td>77%</td>
<td>Village of New Hyde Park Tom Gannon (516) 354-0064</td>
</tr>
<tr>
<td>16-213</td>
<td>Village of Garden City</td>
<td>Village of Garden City</td>
<td>$1,447,250.00</td>
<td>12/31/2016</td>
<td>65%</td>
<td>Village of Garden City Domenick Stano (516) 485-4017</td>
</tr>
<tr>
<td>16-308</td>
<td>Village of Mineola</td>
<td>Valente Contracting Corp.</td>
<td>$725,790.00</td>
<td>12/31/2016</td>
<td>100%</td>
<td>Valente Contracting Corp. John Valente (516) 746-7933</td>
</tr>
<tr>
<td>15-221</td>
<td>Green Acres Commons Valley Stream</td>
<td>Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly</td>
<td>SPG3 Architects Bruce Keller</td>
<td>$8,523,195.00</td>
<td>7/31/2017</td>
<td>90%</td>
</tr>
<tr>
<td>15-243</td>
<td>Green Acres Commons Valley Stream - Paving</td>
<td>Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly</td>
<td>SPG3 Architects Bruce Keller</td>
<td>$1,560,664.00</td>
<td>7/31/2017</td>
<td>93%</td>
</tr>
<tr>
<td>18-534</td>
<td>South Side Hospital Schulman Industries Inc. Harry Haralambous</td>
<td>Sidney B. Bowne &amp; Son (516) 746-2350</td>
<td>$1,735,825.00</td>
<td>9/30/2017</td>
<td>55%</td>
<td>Schulman Industries Inc Harry Haralambous (631) 489-7974</td>
</tr>
<tr>
<td>18-169</td>
<td>Roslyn Schools Paving</td>
<td>Roslyn UF School District Watral Brothers Inc.</td>
<td>VHB Engineering (631) 234-3444</td>
<td>$589,403.00</td>
<td>9/30/2017</td>
<td>98%</td>
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<tr>
<td>18-368</td>
<td>Northville Industries Corp.</td>
<td>U.N.I Engineering Inc. Edward J. Sapp</td>
<td>$1,014,034.00</td>
<td>12/26/2017</td>
<td>41%</td>
<td>Northville Industries Corp. (631) 475-5060</td>
</tr>
<tr>
<td>17-573</td>
<td>Northwell Health Inc. Schulman Industries Harry Haralambous</td>
<td>Sidney B. Bowne &amp; Son (516) 746-2350</td>
<td>$548,425.00</td>
<td>12/31/2017</td>
<td>70%</td>
<td>Northwell Health Inc. Schulman Industries Harry Haralambous (631) 499-7974</td>
</tr>
<tr>
<td>15-261</td>
<td>Avalon at Great Neck Site Work</td>
<td>Avalon Bay Communities Scott Fradenburg 516-501-6020</td>
<td>VHB Engineering (631) 234-3444</td>
<td>$1,501,061.19</td>
<td>1/31/2018</td>
<td>93%</td>
</tr>
<tr>
<td>16-048</td>
<td>Avalon Rockville Centre II Sitework</td>
<td>Avalon Bay Communities Scott Fradenburg 516-501-6020</td>
<td>Nelson &amp; Pope (631) 427-5665</td>
<td>$1,337,303.43</td>
<td>1/31/2018</td>
<td>95%</td>
</tr>
<tr>
<td>15-288</td>
<td>Common Area 2 Sitework The Meadows at Yaphank</td>
<td>Rose Brosin Assoc. LLC c/o AVR Realty</td>
<td>Vollimuth &amp; Brush Jeffrey Vollimuth, P.E. (631) 363-2633</td>
<td>$679,748.50</td>
<td>12/31/2018</td>
<td>100%</td>
</tr>
<tr>
<td>17-103</td>
<td>Shoreham Solar Commons - Sitework</td>
<td>Shoreham Solar Commons LLC Keith Feldmann - Eldor (631) 219-0100</td>
<td>TRC Engineers Inc. (516) 671-3407</td>
<td>$2,854,197.00</td>
<td>11/30/2018</td>
<td>90%</td>
</tr>
<tr>
<td>17-189</td>
<td>Village of Garden City 2017 Road Improvements</td>
<td>Village of Garden City Valente Contracting Corp. John Valente</td>
<td>Village of Garden City In-House</td>
<td>$1,049,622.00</td>
<td>12/31/2018</td>
<td>96%</td>
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</table>
## MAJOR PROJECTS COMPLETED

<table>
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<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-237 Northwell Lynbrook Site Work</td>
<td>Talisen Construction Corp.</td>
<td>Sidney B. Bowne &amp; Son (516) 749-2350</td>
<td>$908,330.81</td>
<td>6/30/2018</td>
<td>59%</td>
<td>Talisen Construction Corp Joseph Rigazio (212) 244-4581</td>
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<tr>
<td>17-347 Sky Drive Farmingdale Sitework</td>
<td>BDG Farmingdale LLC</td>
<td>Bohler Engineering Joseph Deal (631) 738-1200</td>
<td>$4,327,684.00</td>
<td>12/31/2018</td>
<td>70%</td>
<td>BDG Farmingdale LLC Mike Christiano (516) 624-1948</td>
</tr>
</tbody>
</table>
ENCLOSURE 3

Construction Experience of the Principals
# Construction Experience of Principals & Supervisory Personnel

As of December 31, 2018

<table>
<thead>
<tr>
<th>Principal’s Name</th>
<th>Title</th>
<th>Years of Construction Experience</th>
<th>With Whom &amp; In What Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>James J. Pratt, III*</td>
<td>President/Treasurer</td>
<td>38</td>
<td>Pratt Brothers, Inc. President/Treasurer</td>
</tr>
<tr>
<td></td>
<td>Vice President/Treasurer</td>
<td></td>
<td>Guy Pratt, Inc. Vice President/Treasurer</td>
</tr>
<tr>
<td></td>
<td>General Superintendent</td>
<td></td>
<td>Guy Pratt Inc. Vice President/GS/Supervisor</td>
</tr>
<tr>
<td></td>
<td>Safety Officer</td>
<td></td>
<td>Lehigh University BS - Civil Engineering</td>
</tr>
<tr>
<td>Thomas D. Pratt*</td>
<td>Vice President/Secretary</td>
<td>32</td>
<td>Pratt Brothers, Inc. Vice President/Secretary</td>
</tr>
<tr>
<td></td>
<td>Operations Manager</td>
<td></td>
<td>Scatt Materials Corp. Operations Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>New Hampshire College BS - C.I.S.</td>
</tr>
<tr>
<td>Joseph M. Williams, Jr. P.E.*</td>
<td>Sr. Vice President</td>
<td>34</td>
<td>Pratt Brothers, Inc. Sr. Vice President/Engineer</td>
</tr>
<tr>
<td></td>
<td>Chief Estimator</td>
<td></td>
<td>Guy Pratt Inc. Vice President/Estimator/Engine</td>
</tr>
<tr>
<td></td>
<td>Chief Engineer</td>
<td></td>
<td>Manhattan College BE - Chemical Engineering</td>
</tr>
<tr>
<td>Edward P. McCoy, Jr.</td>
<td>Vice President</td>
<td>17</td>
<td>Pratt Brothers, Inc. Vice President/Project Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Guy Pratt, Inc. Project Manager</td>
</tr>
</tbody>
</table>

*Corporate Officer

Page 1 of 4
## Construction Experience of Principals & Supervisory Personnel

As of December 31, 2018

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Years of Construction Experience</th>
<th>With Whom &amp; In What Capacity</th>
</tr>
</thead>
</table>
| Gregory Couch | Project Manager     | 34                               | Pratt Brothers, Inc.  
Pratt Brothers, Inc.  
Bi-County Construction Corp.  
Villanova University  
Polytechnic University  
MSM - Construction Mgmt |
| James J. Pratt IV | Project Manager    | 6                                | Pratt Brothers, Inc.  
REI Drilling  
Washington and Lee University  
BS - Geology. |
| Joseph Hrbek  | Superintendent      | 38                               | Pratt Brothers, Inc.  
Guy Pratt, Inc.  
H.T. Schneider  
Lizza industries  
Project Engineer |
### CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL
As of December 31 2018

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Years of Construction Experience</th>
<th>With Whom &amp; In What Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Voelkel</td>
<td>Superintendent</td>
<td>41</td>
<td>Pratt Brothers Inc. Superintendent</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bi-County Construction</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vice President</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Job Superintendent</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Debruin Engineering</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Engineer In Charge</td>
</tr>
<tr>
<td>William Zimmerman</td>
<td>Superintendent</td>
<td>42</td>
<td>Pratt Brothers Inc. Superintendent</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Kings Park Industries</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Superintendent</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Operating Engineer</td>
</tr>
<tr>
<td>Matt Kingston</td>
<td>Asphalt Superintendent</td>
<td>12</td>
<td>Pratt Brothers, Inc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Asphalt Superintendent</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Operating Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Guy Pratt, Inc.</td>
</tr>
<tr>
<td>Thomas Crawford</td>
<td>Shop Steward, General Foreman</td>
<td>33</td>
<td>Pratt Brothers, Inc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>General Foreman</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Guy Pratt, Inc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Laborer</td>
</tr>
</tbody>
</table>

Page 3 of 4
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Years of Construction Experience</th>
<th>With Whom &amp; In What Capacity</th>
</tr>
</thead>
</table>
| Arnold Hoffmann III| Asphalt Foreman      | 20                               | Pratt Brothers, Inc.  
Asphalt Foreman  
Asphalt Raker  
Guy Pratt Inc.  
Laborer          |
| Eleanor DeBlasi    | Estimator/Engineer    | 35                               | Pratt Brothers, Inc.  
Bi-County Construction  
Estimator  
Lizza Industries  
Estimator  
Polytechnic University  
B.S. Civil Engineering |
ENCLOSURE 4

Equipment List
EQUIPMENT LIST
(As of December 31, 2018)

LOADERS
- CAT IT-28
- Komatsu WA 320 Tool Carrier
- Komatsu WA-380
- Komatsu WA-430 Tool Carrier
- CAT 950F
- CAT 950F Tool Carrier
- Komatsu 470
- CAT 970 F
- Komatsu WA-480-6
- Komatsu WA380-8

BACKHOES
RUBBER TIRED BACKHOE/LOADERS
- CAT Backhoe Loader 430F2
- CAT 430E Backhoe Loader
- CAT 430E Backhoe Loader
- CAT 430D Backhoe Loader
- CAT 430D Backhoe Loader
- Case 590SM Backhoe Loader
- 490 Dynahoe w/Drill Rig

HYDRAULIC EXCAVATORS – TRACK
- CAT 303 Mini Excavator
- Komatsu PC270
- CAT 325CL
- Komatsu PC290LC-10
- CAT PC400LC-7
- Komatsu PC170-11

HYDRAULIC EXCAVATORS – RUBBER TIRED
- Liebherr Excavator 904C
- Liebherr Excavator 904C
- CAT 320F

BULLDOZERS
- Komatsu D37PX-22 Dozer
- CAT D5M-LGP
- CAT D6N LGP
- CAT D6T LGP
- Dresser TD 25G Tilt Blade
EQUIPMENT LIST
(As of December 31, 2018)

CRANES
  • 18 Ton Hydraulic Crane

TRUCKS
  • Flat Truck
  • Ford F550 Dump Truck
  • Mack 20CY Dump Truck
  • Peterbilt 20CY Dump Truck
  • Kenworth Tractor
  • Peterbilt Tractor (3)
  • MAC Dump Trailer (3)
  • 50 Ton Low Bed Trailer
  • Red River Asphalt Trailer (3)
  • Flow-Boy Asphalt Trailer (3)
  • Attenuator Trailer
  • 25 Ton Tag-A-Long Trailer (2)

SCRAPERS
  • 260E Elevating Scraper (Water Wagon)

ROLLERS
  • CAT Vibratory Soil compactor-CS563
  • Dynapac Vibratory Soil Compactor-CA252B
  • Hyster 350D Roller
  • Hyster 350D Roller
  • Dynapac CC-102 Double Drum Vibratory Roller
  • I/R Vibratory Roller DD24
  • I/R Roller DD110HF Double Drum Vibratory Asphalt Roller
  • HAMM HD14 Roller
  • HAMM HD20 Vibratory Roller

GRADERS
  • Komatsu GD655 Gallion Grader

TRAILER
  • Tag Trailer – Skid Steer [5]
  • Marathon Tack Coat Trailer
EQUIPMENT LIST
(As of December 31, 2018)

ASPHALT PAVING MACHINES
- Power Ray 4-Ton Hot Asphalt Storage Rig
- CAT AP1055F Asphalt Spreader

MILLING MACHINE
- Wirtgen W200 Milling Machine

MISCELLANEOUS
- IR-85/185 Leroi/Joy 185/Kaeser 210 Compressors (3)
- Kaeser 400 Compressor/EZ Drill
- Read RD90 Screen-All
- Dewatering System
- CAT 247 Skid Steer Loader - Track
- CAT 272D Skid Steer Loader - Rubber
- CAT 289D Skid Steer Loader - Track
- Cold Planer PC206 (skid steers) -- 3 ea.
- Amsig Led Flip Disk Variable Message Board w/Modems (5)
- Asphalt Zipper Road Reclaiming Attachment
- 10,000 L.F. Concrete Road Barrier
- 200 Steel Road Plates
- Powerscreen Trommel
ENCLOSURE 5

Insurance
# Certificate of Liability Insurance

**Producer:**
National Insurance Brokerage of New York, Inc.
175 Oval Drive
Islandia, NY 11749

**Contact:**
Kathleen Hoemann
Phone: (631) 273-4242
Fax: (631) 273-0116
E-mail: khoemann@nibony.com

**Insured:**
- Pratt Brothers, Inc.
- 608 Union Avenue
- Holtsville, NY 11742

**Certificate Number:** Master 19-20 W/ Pollution

**Revision Number:** 1

**Coverages:**
- Commercial General Liability
- Automobile Liability
- Umbrella Liability
- Workers' Compensation and Employers' Liability
- Excess Umbrella
- Pollution Liability

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>EXCEPTED LIMIT</th>
<th>OCCURANCE</th>
<th>POLICY NUMBER</th>
<th>COMMENCEMENT</th>
<th>EXPIRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>Coverage</td>
<td>EXCESS LIMITS</td>
<td>66066100500010</td>
<td>4/1/2019</td>
</tr>
<tr>
<td>B</td>
<td>Automobile Liability</td>
<td>Coverage</td>
<td>EXCESS LIMITS</td>
<td>882530006000469</td>
<td>4/1/2019</td>
</tr>
<tr>
<td>C</td>
<td>Umbrella Liability</td>
<td>Occurrence</td>
<td>EXCEEDING $1,000,000</td>
<td>64221120020</td>
<td>4/1/2019</td>
</tr>
<tr>
<td>D</td>
<td>Excess Umbrella</td>
<td>Occurrence</td>
<td>EXCEEDING $1,000,000</td>
<td>64221120020</td>
<td>4/1/2019</td>
</tr>
<tr>
<td>E</td>
<td>Pollution Liability</td>
<td>Occurrence</td>
<td>EXCEEDING $5,000,000</td>
<td>64221120020</td>
<td>4/1/2019</td>
</tr>
</tbody>
</table>

**Limits:**
- Each Occurrence: $1,000,000
- Aggregate: $10,000,000
- Each Accident: $5,000,000
- Aggregate: $5,000,000
- Each Accident: $5,000,000
- Aggregate: $5,000,000
- Excess of $5,000,000

**Description of Operations/Locations/Vehicles:**

**Certificate Holder:**
Evidence of Insurance

**Cancellation:**

**Evidence of Insurance:**

**Authorization:**
Frank Roco/ACORD

**Copyright:**
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ENCLOSURE 6

Apprenticeship Training Programs
TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Pratt Brothers Contracting Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Fraternally yours,

[Signature]

Steven M. Aurigema
Training Director
Joint Apprenticeship Training Fund
Re: Local 138 Apprenticeship School (the "Apprenticeship School")
NYS Sponsor # 00422
NYS ATP Code # 18318
Pratt Brothers, Inc.

To Whom It May Concern,

This letter serves to confirm that the Apprenticeship School currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Pratt Brothers, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2019 to May 31, 2023. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned’s attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND
ENCLOSURE 7

Financial Statement
PRATT BROTHERS, INC.  
BALANCE SHEETS  
December 31, 2018 and 2017

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$1,797,860</td>
<td>$850,539</td>
</tr>
<tr>
<td>Contract receivables</td>
<td>9,275,985</td>
<td>8,381,056</td>
</tr>
<tr>
<td>Due from related parties</td>
<td>648,445</td>
<td>438,240</td>
</tr>
<tr>
<td>Costs and estimated earnings</td>
<td>101,114</td>
<td>262,978</td>
</tr>
<tr>
<td>in excess of billings on</td>
<td>150</td>
<td>17,348</td>
</tr>
<tr>
<td>uncompleted contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid expenses and other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Current Assets</td>
<td>11,823,554</td>
<td>9,950,161</td>
</tr>
<tr>
<td>Fixed Assets, Net</td>
<td>2,680,970</td>
<td>2,478,600</td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in joint venture</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>164,210</td>
<td>162,263</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$14,648,734</td>
<td>$12,591,024</td>
</tr>
</tbody>
</table>

LIABILITIES AND STOCKHOLDERS' EQUITY

| Current Liabilities           |          |          |
| Line-of-credit                | $1,690,000 | $-0-     |
| Accounts payable              | 7,055,174 | 6,470,889 |
| Notes payable                 | 724,718   | 633,174  |
| Capital lease obligation      | 6,323     | 6,016    |
| Billings in excess of costs   | 1,321,921 | 2,056,848 |
| and estimated earnings on     | 176,191   | 120,497  |
| uncompleted contracts         |          |          |
| Accrued expenses and other    |          |          |
| Total Current Liabilities     | 10,974,327 | 9,287,524 |

Long-Term Liabilities

| Notes payable                 | 1,322,563 | 1,508,207 |
| Capital lease obligation      | 9,516     | 15,739    |
| **Total**                     | 12,399,403 | 10,811,470 |

Commitments and Contingencies

Stockholders' Equity

| Common stock - no par value; 200 shares authorized, 100 shares issued and outstanding | 4,000 | 4,000 |
| Retained earnings                | 2,336,326 | 1,775,564 |
| **Total**                        | 2,342,326 | 1,779,564 |
| **$14,648,734**                  | $12,591,024 |
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

<table>
<thead>
<tr>
<th>Consultant/Contractor Name: Pratt Brothers, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (street/city/state/zip code): 45 South 4th Street, Bay Shore, NY, 11706</td>
</tr>
<tr>
<td>Authorized Representative (name/title): Gregory Couch, Project Manager</td>
</tr>
<tr>
<td>Authorized Signature: [Signature]</td>
</tr>
<tr>
<td>Contract Number: H61587-03Q</td>
</tr>
<tr>
<td>Contract/Project Name: Resurfacing Requirements Contract</td>
</tr>
<tr>
<td>Contract/Project Description:</td>
</tr>
</tbody>
</table>

Part 2- Projected MBE/WBE Contract Summary:

<table>
<thead>
<tr>
<th></th>
<th>Amount ($)</th>
<th>Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Dollar Value of the Prime Contract</td>
<td>$ 856,631.24</td>
<td></td>
</tr>
<tr>
<td>Total MBE Dollar Amount</td>
<td>$ 77,204.60</td>
<td>MBE Contract Percentage 9.0%</td>
</tr>
<tr>
<td>Total WBE Dollar Amount</td>
<td>$ 40,300.00</td>
<td>WBE Contract Percentage 4.7%</td>
</tr>
<tr>
<td>Total Combined M/WBE Dollar Amount</td>
<td>$ 117,504.6</td>
<td>Combined M/WBE Contract Percentage 13.7%</td>
</tr>
</tbody>
</table>
Part 3- MBE Information (use additional blank sheets as necessary):

<table>
<thead>
<tr>
<th>MBE Firm</th>
<th>Description of Work (MBE)</th>
<th>Projected MBE Contract Amount ($) and Award Date</th>
<th>MBE Contract Scheduled Start Date and Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Valente Contracting Corp.</td>
<td>15X,24,24V,26,26CG, 26CW,26F,26PL,26S, 26SP-C,27,27DW, 27M,27MS,26,30, 33,33X</td>
<td>Amount ($) 77204.60</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Address: 77 Jackson Ave</td>
<td></td>
<td>Award Date:</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>City: Mineola</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State/Zip Code: NY, 11501</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized Representative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No. (516) 746-7951</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Amount ($)</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td>Award Date:</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>State/Zip Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized Representative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Amount ($)</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td>Award Date:</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>State/Zip Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized Representative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Part 4- WBE Information (use additional blank sheets as necessary):

<table>
<thead>
<tr>
<th>WBE Firm</th>
<th>Description of Work (WBE)</th>
<th>Projected WBE Contract Amount($) and Award Date</th>
<th>WBE Contract Scheduled Start Date and Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Island Pavement Cutting Co., Inc</td>
<td>58A, 58PRC, 115, 133A, 133B, 134, 139</td>
<td>Amount ($) : 5300.00</td>
<td>Award Date:</td>
</tr>
<tr>
<td>Address: 84 Kean Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: West Babylon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State/Zip Code: NY, 11704</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized Representative: Marissa O'Neill</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No. (631) 567-2711</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor's Layout, Inc</td>
<td></td>
<td>Amount ($) : 35,000.00</td>
<td>Award Date:</td>
</tr>
<tr>
<td>Address: 829 Lincoln Ave, Suite 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Bohemia</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State/Zip Code: NY, 11716</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized Representative: Darcy Quappe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No. (631) 2180334</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Amount ($) :</td>
<td>Award Date:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State/Zip Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized Representative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**NIFS ID:** CLBU20000005  **Department:** Budget

**Capital:**  
**SERVICE:** Financial Management

**Contract ID #:** CQBU15000009  **NIFS Entry Date:** 04-MAR-20  **Term:** from 27-MAR-15 to 26-MAR-21

<table>
<thead>
<tr>
<th>Amendment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Extension: X</td>
<td>1) Mandated Program: N</td>
</tr>
<tr>
<td>Addl. Funds: X</td>
<td>2) Comptroller Approval Form Attached: Y</td>
</tr>
<tr>
<td>Blanket Resolution:</td>
<td>3) CSEA Agmt. § 32 Compliance Attached: N</td>
</tr>
<tr>
<td>RES#</td>
<td>4) Material Adverse Information Identified? (if yes, attach memo): N</td>
</tr>
</tbody>
</table>

| Vendor Info: | 5) Insurance Required | Y |
|---|---|
| Name: PFM Financial Advisers LLC | Vendor ID#: [REDACTED] |
| Address: PO Box 65117 | Contact Person: [REDACTED] |
| Baltimore, MD 21264 | Phone: [REDACTED] |

**Routing Slip**

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Country Summary

**Purpose:** On January 15, 2020 the County issued a Request for Proposals for Financial Advisory Services. The evaluation committee is currently reviewing the proposals received. The purpose of exercising the option is to allow PFM to continue to provide financial advisory services until the current RFP process is completed. In the event that PFM is selected under the current RFP process, a new contract would be entered into with PFM.

**Method of Procurement:** Request for Proposal issued 1/29/2015. Six firms submitted proposals. After review of the proposals and interviews with the finalists, the evaluation committee awarded the contract to PFM.

**Procurement History:** The original contract was executed after an RFP process. The RFP was issued on January 29, 2015 and was posted on the County's website and advertised in Newsday and the Bond Buyer. Six firms submitted proposals. After review of the proposals and interviews with the finalists, the evaluation committee awarded the contract to PFM.

**Description of General Provisions:** PFM shall provide, to the extent requested by the County, the financial advisory services listed in Exhibit A of the contract. These services include but are not limited to: providing financial analysis in support of the County's preparations of annual budget and multi-year financial plans, providing general debt, revenue and budgetary matters and other modeling advice requested by the County, providing financial analysis and marketing advice in connection with current and future financing plans and bond pricing, advising and assisting the County in analyses of debt issuance, debt management and long term debt planning, advising the County in utilization of cash flow models to analyze and report periodically, assist in implementing competitive financing, including recommending option bond structures.

**Impact on Funding / Price Analysis:** All services not specifically discussed in Sections B, C, D or E of Exhibit A of the contract and assigned a separate fee structure shall be provided by the contractor at the County's request based on the hourly fee schedule set forth in the contract, which is as follows: Managing Director, $300/hour; Director, $275/hour; Senior Managing Consultant, $275/hour; Senior Analyst, $240/hour; Analyst, $190/hour.

Fees for Services in connection with Debt Issuances are payable on a contingent basis from the proceeds of bonds or notes, whether competitive or negotiated, in accordance with the fee schedules provided in Section B of Exhibit A of the contract.

**Change in Contract from Prior Procurement:** One year extension. Services substantially the same.

**Recommendation:** (approve as submitted) Approve as submitted.

Advisement Information

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### RENEWAL

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RULES RESOLUTION NO. - 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND PFM FINANCIAL ADVISORS LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with PFM Financial Advisors LLC to provide financial advisory services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with PFM Financial Advisors LLC.
NIFA  
Nassau County Interim Finance Authority

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

1. **Vendor:** Public Financial Management

2. **Dollar amount requiring NIFA approval:** $200000
   
   **Amount to be encumbered:** $200000
   
   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:** 3/27/2015 - 3/26/2021
   
   Has work or services on this contract commenced? N

   If yes, please explain:

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:**

   On January 15, 2020 the County issued a Request for Proposals for Financial Advisory Services. The evaluation committee is currently reviewing the proposals received. The purpose of exercising the option is to allow PFM to continue to provide financial advisory services until the current RFP process is completed. In the event that PFM is selected under the current RFP process, a new contract would be entered into with PFM.

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:**

<table>
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<th>Contract ID</th>
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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.

[Signature]

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

[Signature]

Date

NIFA

Amount being approved by NIFA: 

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

[Signature]

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.
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: PFM Financial Advisors, LLC

CONTRACTOR ADDRESS: 40 Wall Street, 49th Fl, New York, NY 10005

FEDERAL TAX ID #: [Redacted]

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

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

II. ✓ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date]. [state #] proposals were received and evaluated. The evaluation committee consisted of: [list # of persons on committee and their respective departments]. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on August 31, 2015 [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

on RFP was issued on January 29, 2016. The RFP was posted on the County’s website and advertised in Newsday and The Bond Buyer. Six
firms submitted proposals. After review of the proposals and finalist interviews, the evaluation committee selected PFM. [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.

[Signature]
Department Head Signature

3/2/2023
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. 01/18  3
Inter-Office Memorandum

To: Comptroller’s Office

From: Steven Conkling, Office of Management & Budget

Date: March 3, 2020

Subject: Evaluation of Contractor Performance

Contractor: PFM Financial Advisors, LLC
Contract #: CQBU15000009
Scope of Services: The contractor will provide financial advisory services to the County

Nassau County entered into a contract with PFM Financial Advisors, LLC effective August 31, 2015. The term of the original agreement is from March 27, 2015 until March 26, 2020. The County is looking to exercise its first one-year option, extending the term of the agreement to March 26, 2021. The contractor has performed at or above the standards set forth in the contract.

Has the Contractor operated within the timeframe set forth in the contract?
☒ Yes ☐

Has the Contractor operated within the budget set forth in the contract?
☒ Yes ☐ No

Has the Contractor submitted deliverables as set forth in the contract?
☒ Yes ☐ No

Has the Contractor met all obligations as set forth in the contract?
☒ Yes ☐ No

The Office of Management & Budget has rated the work of AJ Consulting as:
☐ Poor ☐ Fair ☐ Good ☒ Excellent ☐ Outstanding

[Signature]
Project Manager

[Signature]
Department Head
The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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DOS-1025 (04/2007)
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [ ] X [ ] If yes, to what campaign committee?

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

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

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

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

Mary Francoeur [FRANCOEURM@PFM.COM]

Dated: 02/03/2020 04:09:11 PM Vendor: PFM Financial Advisors LLC

Title: Managing Director
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 Bonow

Country: US

Business Address: 1735 Market Street, 43rd Floor
City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
Country: US
TelephoneNumber: 215-567-6100

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

List of other addresses and telephone numbers attached

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

President 01/01/2012 Treasurer
Chairman of Board
Chief Exec. Officer 01/01/2012 Shareholder
Chief Financial Officer Secretary
Vice President Partner
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

YES X NO If Yes, provide details.

PFM Financial Advisors LLC. is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 2.99% equity in PFM I, LLC.

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

YES NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES X NO If Yes, provide details.
Mr. Bonow has served on the board and as an officer for all entities with the exception of BondResource Partners, LP, and PFM Advisors UK Limited. Mr. Bonow is also a board member of the non-profit Children’s Learning Initiative.

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

   PFM Financial Advisors LLC ("PFM") and its affiliates maintain nationwide financial advisory practices servicing hundreds of different clients at any one time. Our client base has increased regularly over the years and we do not have a system or administrative capacity to track this information as required by the question. Consequently we are not in a position to provide a factual response.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7B Additional Disclosure.pdf

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7C Additional Disclosure.pdf

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?
   YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.
I, [John Bonow], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

PFM Financial Advisors LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Bonow [BONOWJ@PFM.COM]

Managing Director

Title

03/03/2020 01:48:27 PM

Date
Principal Questionnaire Form
Additional Disclosure

Item 7.b

PFM Financial Advisors LLC ("PFM") maintains a nationwide financial advisory practice servicing hundreds of different clients at any one time. Our client base has increased regularly over the years, as a result, we believe, of client satisfaction. All of PFM’s client service contracts are terminable in the discretion of the client on short notice. PFM does not maintain records that are indexed to identify why a client engagement has become inactive, if we in fact have been informed by the client, and, consequently PFM is not in a position to provide a factual response.
Principal Questionnaire Form
Additional Disclosure

Item 7.c

I am unaware of PFM having been denied a contract for the reasons noted above.
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: Daniel Hartman
   Country: US

2. Business Address: 1735 Market Street, 43rd Floor
   City: Philadelphia
   State/Province/Territory: PA
   Zip/Postal Code: 19103
   Telephone: 215-567-6100

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

   List of other addresses and telephone numbers attached

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

   President 01/01/2019
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)

   Treasurer
   Shareholder
   Secretary
   Partner
   05/01/2006

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO If Yes, provide details.
   PFM Financial Advisors LLC is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 1.65% ownership share.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES X 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 [X] NO [   ] If Yes, provide details.

   PFM Financial Advisors LLC ("PFM") and its affiliates maintain nationwide financial advisory practices servicing hundreds of different clients at any one time. Our client base has increased regularly over the years and we do not have a system or administrative capacity to track this information as required by the question. Consequently we are not in a position to provide a factual response.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [   ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [   ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [   ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [   ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded: Principal Questionnaire Form - 7B Additional Disclosure.pdf

1 File(s) Uploaded: Principal Questionnaire Form - 7C Additional Disclosure.pdf
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
   YES ☐ NO ☐ X ☑ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
   YES ☐ NO ☐ X ☑ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
   YES ☐ NO ☐ X ☑ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
   YES ☐ NO ☐ X ☑ If yes, provide an explanation of the circumstances and corrective action taken.
I, [Daniel Hartman], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

PFM Financial Advisors LLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel Hartman [HARTMAND@PFM.COM]
President of the Board
Title

03/03/2020 02:03:58 PM
Date
Item 7.b

PFM Financial Advisors LLC ("PFM") maintains a nationwide financial advisory practice servicing hundreds of different clients at any one time. Our client base has increased regularly over the years, as a result, we believe, of client satisfaction. All of PFM’s client service contracts are terminable in the discretion of the client on short notice. PFM does not maintain records that are indexed to identify why a client engagement has become inactive, if we in fact have been informed by the client, and, consequently PFM is not in a position to provide a factual response.
Principal Questionnaire Form
Additional Disclosure

Item 7.c

I am unaware of PFM having been denied a contract for the reasons noted above.
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: Cheryl Maddox
   
   Business Address: 1735 Market Street, 43rd Street
   City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
   Country: US
   Telephone: 215-567-6100

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

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner
   04/30/2018
   02/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO
   If Yes, provide details.

   PFM Financial Advisors LLC. is a wholly owned subsidiary of it's parent company PFM I, LLC. I currently hold 0.33% equity in PFM I, LLC.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES NO X
   If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES X 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 [x] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   1 File(s) Uploaded: Principal Questionnaire Form - 7B Additional Disclosure.pdf

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   1 File(s) Uploaded: Principal Questionnaire Form - 7C Additional Disclosure.pdf

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES   NO   X   If "Yes", provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
   YES ☐  NO ☑  X ☑ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
   YES ☐  NO ☑  X ☑ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
   YES ☐  NO ☑  X ☑ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
   YES ☐  NO ☑  X ☑ If yes, provide an explanation of the circumstances and corrective action taken.
I, [Cheryl Maddox], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

PFM Financial Advisors LLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Cheryl Maddox [MADDOXC@PFM.COM]

Secretary of the Board
Title

03/03/2020 01:36:25 PM
Date
Principal Questionnaire Form
Additional Disclosure

Item 7.b

PFM Financial Advisors LLC ("PFM") maintains a nationwide financial advisory practice servicing hundreds of different clients at any one time. Our client base has increased regularly over the years, as a result, we believe, of client satisfaction. All of PFM's client service contracts are terminable in the discretion of the client on short notice. PFM does not maintain records that are indexed to identify why a client engagement has become inactive, if we in fact have been informed by the client, and, consequently PFM is not in a position to provide a factual response.
February 6, 2020

Principal Questionnaire Form
Additional Disclosure

Item 7.c

I am unaware of PFM having been denied a contract for the reasons noted above.
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: 02/03/2020

1) Proposer's Legal Name: PFM Financial Advisors LLC

2) Address of Place of Business: 1735 Market Street, 43rd Floor
   City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
   Country: US

3) Mailing Address (if different): 40 Wall Street, 49th Floor
   City: New York State/Province/Territory: NY Zip/Postal Code: 10005
   Country: US
   Phone: (212) 809-4212

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

4) Dun and Bradstreet number: 080544391

5) Federal I.D. Number: [Redacted]

6) The proposer is a: Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES [X] NO [ ] If yes, please provide details:
   Some PFM offices share these resources with affiliated PFM entities

8) Does this business control one or more other businesses?
   YES [X] NO [ ] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES [X] NO [ ] If yes, please provide details:
   PFM Financial Advisors LLC is a subsidiary of PFM I, LLC and 100% owned by PFM I, LLC
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 [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an
element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES □ NO □ X □ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES □ NO □ X □ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES □ NO □ X □ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES □ NO □ X □ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:
   a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
      (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
      No conflict exists
      (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
      No conflict exists
      (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
      No conflict exists

Page 3 of 7
Rev. 3-2016
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.

PFM has a full staffed legal and compliance department who are responsible for reviewing all contract matters and identifying and addressing any real or potential conflict of interest.

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.

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

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

i) Date of formation:
01/15/2016

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
There are no individuals having ownership in PFM Financial Advisors LLC. PFMFA is a wholly owned subsidiary of it's parent company PFM I, LLC.

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

iii) Name, address and position of all officers and directors of the company. If none, explain.
Board of Managers: John Bonow, Daniel Hartman
Officers: Daniel Hartman, President and Cheryl Maddox, Secretary

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);
DE

v) The number of employees in the firm;
193

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments
PFM has provided financial advisory services to Nassau County since 2000, including over 42 bond and note series, aggregating to over $4.3 billion in the last five years alone. In addition to our transaction and debt management services, PFM has assisted the County on a broad array of issues, including financial modeling and cash management, consultation on budgeting practices, analysis and execution of a qualified management contract for operation and maintenance of the County's sewer system, and financial analysis of the final proposals for renovation and repurposing of the Nassau Coliseum and surrounding properties.
viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: Certificate.pdf

B. Indicate number of years in business.
4

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

PFM has provided financial advisory services to Nassau County since 2000, including over 42 bond and note series, aggregating to over $4.3 billion in the last five years alone. In addition to our transaction and debt management services, PFM has assisted the County on a broad array of issues, including financial modeling and cash management, consultation on budgeting practices, analysis and execution of a qualified management contract for operation and maintenance of the County's sewer system, and financial analysis of the final proposals for renovation and repurposing of the Nassau Coliseum and surrounding properties.

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

Company: Nassau Health Care Corporation
Contact Person: John Maher
Address: 2201 Hempstead Turnpike
City: East Meadow
Country: US
Telephone: (516) 572-6713
Fax #: 
E-Mail Address: jmaher@numc.edu

Company: Battery Park City Authority
Contact Person: Pamela Frederick
Address: 200 Liberty Street, 24th Floor
City: New York
Country: US
Telephone: (212) 417-2000
Fax #: 
E-Mail Address: pamela.frederick@bpca.ny.gov

Company: Hamilton County, OH
Contact Person: Jeffrey Auotto
Address: 138 E. Court Street
City: Cincinnati
Country: US
Telephone: (513) 910-0255
Fax #: 
E-Mail Address: jeff.auotto@hamilton-co.org

Company: State of Delaware
Contact: Stephanie Scola
| **Person** |  |
| **Address** | 820 North French Street, 8th Floor |
| **City** | Wilmington |
| **State/Province/Territory** | DE |
| **Country** | US |
| **Telephone** | (302) 577-8988 |
| **Fax #** |  |
| **E-Mail Address** | stephanie.scola@delaware.gov |
I, [Mary Francoeur], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Name of submitting business: PFM Financial Advisors LLC

Electronically signed and certified at the date and time indicated by:
Mary Francoeur [FRANCOEURM@PFM.COM]

Managing Director
Title

02/03/2020 03:55:40 PM
Date
COUNTY OF NASSAU

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

1. Name of the Entity: PFM Financial Advisors

Address: 40 Wall Street, 49th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10005

Country: US

2. Entity’s Vendor Identification Number: 81-1642787

3. Type of Business: Ltd. Liability Co (specify)

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

1 File(s) uploaded Consultants, Contractors and Vendors - Question 4.pdf

No principals have been attached to this form.

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

If none, explain.

1 File(s) uploaded Consultants, Contractors and Vendors - Question 5.pdf

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

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

1 File(s) uploaded Consultants, Contractors and Vendors - Question 6.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):
(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

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

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

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

Electronically signed and certified at the date and time indicated by:
Mary Francoeur [FRANCOEURM@PFM.COM]

Dated: 02/03/2020 03:00:19 PM
Title: Managing Director
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.
# PFM Financial Advisors LLC: Officers

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| White, John   | 1735 Market Street, 43rd Floor  
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| Wilder, Brent | 300 S. Orange Avenue, Suite 1170  
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| Williard, Glen| 213 Market Street  
Harrisburg, PA 17101 |
| Woo, Paulina  | 1820 East Ray Rod  
Chandler, AZ 85225 |
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<td>1735 Market Street, 43rd Floor Philadelphia, PA 19103</td>
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<td>(Affiliate)</td>
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<td>PFM Asset Management LLC</td>
<td>213 Market Street Harrisburg, PA 17101</td>
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<td>PFM Group Consulting LLC</td>
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<tr>
<td>PFM Advisors UK LIMITED</td>
<td>22a St. James's Sq., Ste. 117 London, SW1Y 4JH</td>
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<tr>
<td>(Affiliate)</td>
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<td>Public Financial Management, Inc.</td>
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<td>Western Financial Group, LLC</td>
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</table>
AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this “Amendment”) dated as of the date (the “Effective Date”) that this Amendment is executed by Nassau County, 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 Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the “Department”), and (ii) PFM Financial Advisors LLC, having its principal office at 40 Wall Street, 49th Floor, New York, New York 10005 (the “Contractor”).

WITNESSETH:

WHEREAS, pursuant to County contract number CQBU15000009 between the County and the Contractor, executed on behalf of the County on August 31, 2015, as assigned from Public Financial Management, Inc. to Contractor effective October 25, 2017 (the “Original Agreement”), the Contractor provides financial advisory 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 is from March 27, 2015 until March 26, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for two (2) additional one (1) year periods (the “Original Term”); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services performed by the Contractor under the Original Agreement, except fees for Services in connection with Debt Issuances (as that term is defined in the Original Agreement), was Two Million Five Hundred Thousand Dollars ($2,500,000.00) (the “Maximum Amount”); and

WHEREAS, the County desires to exercise the one (1) year option to renew by extending the Original Term and amending the Compliance with Law section of the Original Agreement.

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

1. **Renewal of Term.** The Original Agreement shall be renewed and thereby extended by one (1) year so that the termination date of the Original Agreement, as amended by this Amendment (the “Amended Agreement”), shall be March 26, 2021, subject to earlier termination under the Amended Agreement.

2. **Compliance with Law.** Section 7 of the Original Agreement is hereby amended to add the following subsections:

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

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

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.

PFM FINANCIAL ADVISORS LLC

By: ____________________________
Name: MARY L. FRANCES JR.
Title: MANAGING DIRECTOR
Date: 3 March 2020

NASSAU COUNTY

By: _______________________________________
Name: ____________________________
Title: County Executive

☐ Deputy County Executive

Date: ___________________________________

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK)
COUNTY OF New York )

On the 3rd day of March in the year 20__ before me personally came
Mary T. Francœur to me personally known, who, being by me duly sworn, did depose and say
that she resides in the County of Essex, New Jersey; that she is the Managing Director of PFM
Financial Advisors, LLC, the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of
directors of said corporation.

LORRAINE CEDENO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CE6343870
Qualified in New York County
My Commission Expires 06-20-2020

STATE OF NEW YORK)
COUNTY OF NASSAU )

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

NOTARY PUBLIC
## Certificate of Liability Insurance

**Client:** 203700

**Date:** 12/06/2019

### Insured
- **PFM Financial Advisors LLC**
  - 1735 Market Street
  - 43rd Floor
  - Philadelphia, PA 19103-2770

### Producers
- **Conner Strong & Bucklew**
  - PO Box 99106
  - Camden, NJ 08101

### Insurer
- **Great Northern Insurance Company**
  - NAIC # 20303

### Coverage

**Type of Insurance:** Commercial General Liability

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### Description of Operations / Locations / Vehicles
- Nassau County is an additional insured on the above referenced Commercial General Liability Policy if required by written contract. 30 Days Notice of Cancellation Applies / 10 Days Notice for Non-Payment of Premium.

### Certificate Holder
- Nassau County
  - 1550 Franklin Avenue
  - Mineola, NY 11501

### Authorized Representative
- W. Michael Depew

**ACORD 25 (2016/03)**

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#S2358790/M2342285

The ACORD name and logo are registered marks of ACORD

J5C
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Crystal IBC LLC
32 Old Slip
New York NY 10005

CONTACT NAME: Brian Razynski
PHONE: 212-504-1882
FAX (A/C NO): 212-504-1899
EMAIL: Brian.razynski@alliant.com

INSCRIBER AFFORDING COVERAGE
NAIC #: 10641

INSURED
PFM Financial Advisors LLC
1735 Market Street
43rd Floor
Philadelphia PA 19103

COVERAGES
CERTIFICATE NUMBER: 999108432
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.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)
Evidence of coverage only.

CERTIFICATE HOLDER
Nassau County
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION
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

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Contract ID# CQBU15000009

Contract Details

NIFS ID #: CQBU15000009
NIFS Entry Date: 5/11/2015

New | Renewal | Amendment | Time Extension | Addl. Funds | Blanket Resolution
--- | --- | --- | --- | --- | ---

1) Mandated Program: | Yes | No | 2) Comptroller Approval Form Attached: | Yes | No
3) CSEA Agreement § 32 Compliance Attached: | Yes | No | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes | No
5) Insurance Required | Yes | No

Agency Information

Vendor

Name: Public Financial Management, Inc.
Address: 40 Wall Street, 49th Floor
New York, NY 10005

Vendor #

Contact Person: Tracey Kesays

County Department

Department: County
Contact: Steven Conkling
Address: 1 West Street
Mineola, NY 11501

Phone: 516 571 3023

Date | Department |
--- | --- |
5/11/15 | NIFS Entry (Dept) |
5/11/15 | NIFS Appoin (Dept. Head) |
5/11/15 | Contractor Registered |

Signature: Ryan Smith

Date | DEPARTMENT |
--- | --- |
5/14/15 | OMB |
5/14/15 | County Attorney |
5/14/15 | County Attorney |
5/14/15 | Legislative Affairs |
5/14/15 | County Attorney |
5/14/15 | Comptroller |
5/14/15 | County Executive |

Internal Verification

Date | DEPARTMENT |
--- | --- |
5/11/15 | NIFS Approval (Contractor Registered) |
5/14/15 | CA RE & Insurance Verification |
5/14/15 | CA Approval as in form |
5/14/15 | Paid Original Contract to CA |
5/14/15 | NIFS Approval |
5/14/15 | NIFS Approval |
5/14/15 | Notarization Filed with Clerk of the Leg. |

Leg. Approval Required

Yes | No |

Not required if blanked resolution

PR5254 (1/06)
Contract Summary

Description:
The Contractor will provide the County and The Office of Management & Budget ("OMB") with services consisting of advice and assistance regarding debt financing, market conditions, revenue and budgetary matters, cash flow, operational improvements, capital planning, relations with governmental agencies and entities, relations with the credit rating agencies, investor relations and other financial matters

Purpose:
This resolution authorizes the County Executive to execute an Agreement between the County and Public Financial Management, Inc. ("PFM") for Financial Advisory Services (The "Agreement")

Method of Procurement:
Request for Proposals

Procurement History:
On January 19, 2015 the County issued a Request for Proposals ("RFP") for financial advisory services. Proposals were due on February 20, 2015. The RFP was published in Newsday and the Bond Buyer, and posted on the County's website. Proposals were received from the following firms: Public Financial Management, Inc.; A.C. Advisory, Inc.; Fiscal Advisors & Marketing, Inc.; Capital Markets Advisors, LLC; First Southwest; and Liberty Capital.

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people: Eric Naughton, Deputy County Executive for Finance; Jessica Lamendola, Manager of Fiscal Projects; Steven Coakling, Debt Manager; Coral Denlon, Special Counsel; and Beaumont Jefferson, County Treasurer. Based on the review of the submitted proposals, the Committee selected Public Financial Management, Inc.

Description of General Provisions:
Services to be provided may include, but are not limited to:

- Providing select financial analysis in support of the County's preparation of its annual budget and multi-year financial plans (including plan updates);
- Providing general debt, revenue and budgetary matters and other modeling advice as requested by the County;
- Providing financial analysis and marketing advice in connection with current and future financing plans, including advising the County on bond pricings, investors and rating agencies relations and presentations;
- Advising and assisting the County in strategic budget management, including but not limited to, capital programs;
- Advising and assisting the County in analyses of debt issuance, debt management, debt affordability, long term debt planning and arbitrage, including advising and assisting in the development of and annually updating policies for debt management;
- Advising and assisting the County in utilizing cash flow models to analyze and report periodically on the cash position of the County;
- Advising and assisting the County in developing and annually updating policies for the use of fund balance;
- Advising and assisting the County and its counsel in connection with the preparation of official statements or offering circulards, purchase contracts, resolutions and other documents relating to financings;
- Assisting the County in implementing competitive financing, including, but not limited to, recommending optional bond structures, arranging electronic bidding logistics and verifying winning bids;
- Advising, analyzing and assisting the County in connection with the structure and timing of financings;
- Assisting the County in the selection and evaluation of underwriters for debt offerings and negotiation of the terms of such debt offerings with managing underwriters;
- Assisting the County in the selection and evaluation of re-financings, derivative and other innovative products (to the extent that the County can utilize such products) and credit enhancement for use in connection with financings;
- Assisting the County with the management of funds, including operating funds, bond proceeds and reserve funds; assisting with the revision of the County's investment policy; making recommendations regarding appropriate investments; assisting with the purchase and sale of securities on behalf of the County; and assisting the County with managing its banking relationships;
- Providing the County advice and assistance in analyzing alternative financing mechanisms and assisting the County in securing PR5254 (1/06)
legislation to employ such mechanisms;

- Advising and assisting the County and its counsel in connection with the investment and management of defeasance/escrow accounts, including, but not limited to, preparing requests for proposals and receiving and evaluating bids;

- Assisting the County with developing and implementing strategies to increase investment income and reduce arbitrage rebate liability through the bidding and purchase of various structured investment products, such as forward delivery agreements and guaranteed investment contracts (to the extent the County may do so); advising on the structure and pricing of derivatives or other interest rate exchange agreements (to the extent the County may do so) and managing such transactions including assisting with the selection of appropriate counterparties, the drafting and review of documents, negotiating the appropriate structure of the transaction, negotiating a fair price for the transaction including, but not limited to, providing a fair market opinion letter on the completion of the transaction, monitoring the market for opportunities, and providing periodic reports;

- Providing advice and recommendations to the County on various bond financing related matters, including but not limited to, long-term interest forecasts and debt service forecasting models;

- Preparing, attending and participating in meetings and conferences with, and presentations to federal, state and County agencies, entities and officials; underwriters; investors; bond insurers; counsel; rating agencies; and trade organizations;

- Assisting in the preparation of requests for proposals and evaluation of responses of other vendors in connection with financings;

- Preparing a technical analysis upon the completion of each financing verifying the underwriter's cash flows;

- Either (i) assisting the County in working with arbitrage rebate calculation specialists who calculate arbitrage rebate liability or (ii) performing such calculations and preparing rebate compliance reports;

- Assisting the County in complying with all continuing disclosure requirements pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission, including the obligation to file annual financial information and notices of listed events, and providing guidance on statutory and regulatory matters related to financing matters, such as changes proposed and/or implemented by Congress, the U.S. Treasury, the IRS and other regulatory agencies. Provide guidance on post-issuance compliance and

- Performing additional services related to the financial condition of the County, including, but not limited to, special projects upon the request of the County.

Impact on Funding / Price Analysis:
All Services not specifically discussed in Sections B, C, D or E of Exhibit A of the Agreement and assigned a separate fee structure shall be provided by the Contractor at the Department's request based on the hourly fee schedule set forth in the Agreement, which is as follows:
Managing Director, $300/hour; Director, $275/hour; Senior Managing Consultant, $275/hour; Senior Analyst, $240/hour; Analyst, $190/hour.

Fees for Services in connection with Debt Issuances are payable on a contingent basis from the proceeds of bonds or notes, whether competitive or negotiated, in accordance with the fee schedules provided in Section B of Exhibit A of the Agreement

Change in Contract from Prior Procurement:
NA

Recommendation: (approve as submitted)
Approve as submitted

PR5254 (1/06)
## Advisement Information

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Document Prepared By:  

Date: 

### NIFPS Certification
I certify that this document was accepted into NIFPS.

Name:  
Date: 8/16/2015

### Comptroller Certification
Certify that an unexpended balance is sufficient to cover the obligation is in the appropriation to be charged.

Name:  
Date: 8/16/15

### County Executive Approval

E #:  

(For Office Use Only)
RULES RESOLUTION NO. 162-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND PUBLIC FINANCIAL MANAGEMENT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING:
syes □ nays □ abstained □ recused □
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Public Financial Management, Inc. to provide financial advisory services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Public Financial Management, Inc.
CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 and (ii) Public Financial Management, Inc., having its principal office at 40 Wall Street, 49th Floor, New York, New York 10005 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on March 27, 2015 and terminate on March 26, 2020, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods. If the County terminates this Agreement after the Contractor has been assigned and has begun performing work on a debt transaction pursuant to Section B of Exhibit A herein ("Services in connection with Debt Issuances"), and the County, in its sole discretion, elects to proceed with any such debt issuance, then the Contractor shall continue to perform such services until the debt issuance is completed. In addition, upon expiration of this Agreement, the Contractor shall, at the County’s election, continue providing services on pending matters on a month-to-month basis at the existing rates set forth herein.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of advice and assistance regarding debt financing, market conditions, revenues and budgetary matters, cash flow, operational improvements, capital planning, relations with governmental agencies and entities, relations with the credit rating agencies, investor relations, and other financial matters as more fully described in the attached Exhibit A (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for Services performed by the Contractor, except fees for Services in connection with Debt Issuances, shall not exceed the sum of Two-Million Five Hundred Thousand Dollars ($2,500,000.00) (the "Maximum Amount"), which shall be payable in accordance with the attached Exhibit A. Fees for Services in connection with Debt Issuances are payable on a contingent basis from the proceeds of bonds or notes, whether competitive or negotiated, in accordance with the fee schedules provided in Section B of Exhibit A of this Agreement and are therefore not subject to the Maximum Amount stated in this Section. The fees and rates are inclusive of all expenses and all other costs incidental to the Services to be provided by the Contractor under this Agreement, including but not limited to travel.

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

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

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

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

4. **Ownership and Control of Work Product**

(a) **Copyrights.**

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for
the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Pre-existing Rights. In no case shall 4(a) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(c) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

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

6. 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.

7. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, 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 E attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) 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 to this Agreement as Appendix I, 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.

8. 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.

9. 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 breach of performance under this Agreement or any negligent or intentionally wrongful acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to 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.
10. 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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(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.

11. 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.

12. 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.

13. **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
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.

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

16. 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.

17. 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.

18. All Legal Provisions Deemed Included; Severability; Preceding. (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.
19. **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.

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 approvals, third party approvals 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.

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

[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

PUBLIC FINANCIAL MANAGEMENT, INC.

By: S. Boyle

Name: Steve Boyle

Title: Managing Director

Date: May 11, 2015

NASSAU COUNTY

By: C.U.

Name: Charles C. Uhalt

Title: County Executive

Ex Deputy County Executive

Date: 6/11/15

PLEASE EXECUTE IN BLUE INK
STATE OF PENNSYLVANIA)  
)ss:  
COUNTY OF PHILADELPHIA)  

On the 11th day of May in the year 2015 before me personally came Steve Boyle, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Montgomery; that he or she is the Managing Director of Public Financial Management, 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

[Signature]

[Seal]

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

JENNIFER L. HOWELL, Notary Public  
City of Philadelphia, Phila., County  
My Commission Expires May 6, 2017

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

On the 31st day of August in the year 2015 before me personally came Charles Randazzo, to me personally known, who, being by me duly sworn, did deposite and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

[Signature]

CONCEDETTA A PETRUCIO

Notary Public, State of New York  
No. 01 P32356026  
Qualified in Nassau County  
Commission Expires April 02, 2016

10
EXHIBIT A

The Contractor shall provide Services consisting of advice and assistance regarding debt financing, market conditions, revenues and budgetary matters, cash flow, operational improvements, capital planning, relations with governmental agencies and entities, relations with the credit rating agencies, investor relations and other financial matters, including, but not limited to:

a) Providing select financial analysis in support of the County’s preparation of its annual budget and multi-year financial plans (including plan updates);

b) Providing general debt, revenue and budgetary matters and other modeling advice as requested by the County;

c) Providing financial analysis and marketing advice in connection with current and future financing plans, including advising the County on bond pricings, investors and rating agencies relations and presentations;

d) Advising and assisting the County in strategic budget management, including but not limited to, capital programs;

e) Advising and assisting the County in analyses of debt issuance, debt management, debt affordability, long term debt planning and arbitrage, including advising and assisting in the development of and annually updating policies for debt management;

f) Advising and assisting the County in utilizing cash flow models to analyze and report periodically on the cash position of the County;

g) Advising and assisting the County in developing and annually updating policies for the use of fund balance;

h) Advising and assisting the County and its counsel in connection with the preparation of official statements or offering circulars, purchase contracts, resolutions and other documents relating to financings;

i) Assisting the County in implementing competitive financing, including, but not limited to, recommending optional bond structures, arranging electronic bidding logistics and verifying winning bids;

j) Advising, analyzing and assisting the County in connection with the structure and timing of financings;

k) Assisting the County in the selection and evaluation of underwriters for debt offerings and negotiation of the terms of such debt offerings with managing underwriters;

l) Assisting the County in the selection and evaluation of re-financings, derivative and other
innovative products (to the extent that the County can utilize such products) and credit enhance ment for use in connection with financings;

m) Assisting the County with the management of funds, including operating funds, bond proceeds and reserve funds; assisting with the revision of the County’s investment policy; making recommendations regarding appropriate investments; assisting with the purchase and sale of securities on behalf of the County; and assisting the County with managing its banking relationships;

n) Providing the County advice and assistance in analyzing alternative financing mechanisms and assisting the County in securing legislation to employ such mechanisms;

o) Advising and assisting the County and its counsel in connection with the investment and management of defeasance/escrow accounts, including, but not limited to, preparing requests for proposals and receiving and evaluating bids;

p) Assisting the County with developing and implementing strategies to increase investment income and reduce arbitrage rebate liability through the bidding and purchase of various structured investment products, such as forward delivery agreements and guaranteed investment contracts (to the extent the County may do so); advising on the structure and pricing of derivatives or other interest rate exchange agreements (to the extent the County may do so) and managing such transactions including assisting with the selection of appropriate counterparties, the drafting and review of documents, negotiating the appropriate structure of the transaction, negotiating a fair price for the transaction including, but not limited to, providing a fair market opinion letter on the completion of the transaction, monitoring the market for opportunities, and providing periodic reports;

q) Providing advice and recommendations to the County on various bond financing related matters, including but not limited to, long-term interest forecasts and debt service forecasting models;

r) Preparing, attending and participating in meetings and conferences with, and presentations to federal, state and County agencies, entities and officials; underwriters; investors; bond insurers; counsel; rating agencies; and trade organizations;

s) Assisting in the preparation of requests for proposals and evaluation of responses of other vendors in connection with financings;

t) Preparing a technical analysis upon the completion of each financing verifying the underwriter’s cash flows;

u) Either (i) assisting the County in working with arbitrage rebate calculation specialists who calculate arbitrage rebate liability or (ii) performing such calculations and preparing rebate compliance reports;

v) Assisting the County in complying with all continuing disclosure requirements pursuant to
Rule 15c2-12 promulgated by the Securities and Exchange Commission, including the obligation to file annual financial information and notices of listed events, and providing guidance on statutory and regulatory matters related to financing matters, such as changes proposed and/or implemented by Congress, the U.S. Treasury, the IRS and other regulatory agencies. Provide guidance on post-issuance compliance; and

w) Performing additional services related to the financial condition of the County, including, but not limited to, special projects upon the request of the County.

A. **General Services**: All Services not specifically discussed in Sections B, C, D or E of this Exhibit and assigned a separate fee structure shall be provided by the Contractor at the Department’s request based on the hourly fee schedule set forth in the table at the end of this Section A, Exhibit A (“General Services”).

**Fees for General Services**: The County shall compensate the Contractor for the General Services described above in this Section A on an hourly basis, which shall be billed on a monthly basis, except that the Contractor will receive no compensation for County staff’s participation in Contractor’s client training classes. The County shall be responsible for any travel related expenses associated with such client training. As summarized in the following chart, the County shall compensate the Contractor for General Services described in this Section A, at the following hourly rates: $300 for Managing Director; $275 for Director; $275 for Senior Managing Consultant; $240 for Senior Analyst; and $190 for Analyst. If in any year the Contractor is compensated over $200,000 in hourly fees, the hourly rates for such compensation over $200,000 shall be discounted by 5% from the rates stated above and in the chart below. If in any year the Contractor is compensated over $400,000 in hourly fees, the hourly rates for such compensation above $400,000 will be discounted by 10% from the rates stated above and in the chart below.

<table>
<thead>
<tr>
<th>Each Calendar Year:</th>
<th>Hours to $200,000</th>
<th>Hours Between $200,001-$400,000 (5% discount)</th>
<th>Hours Above $400,000 (10% discount)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title</strong></td>
<td><strong>Hourly Rate:</strong></td>
<td><strong>Hourly Rate:</strong></td>
<td><strong>Hourly Rate:</strong></td>
</tr>
<tr>
<td>Managing Director</td>
<td>$300.00</td>
<td>$285.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>Director</td>
<td>$275.00</td>
<td>$261.25</td>
<td>$247.50</td>
</tr>
<tr>
<td>Senior Managing Consultant</td>
<td>$275.00</td>
<td>$261.25</td>
<td>$247.50</td>
</tr>
<tr>
<td>Senior Analyst</td>
<td>$240.00</td>
<td>$228.00</td>
<td>$216.00</td>
</tr>
<tr>
<td>Analyst</td>
<td>$190.00</td>
<td>$180.50</td>
<td>$171.00</td>
</tr>
</tbody>
</table>

B. **Services in connection with Debt Issuances**: The Contractor shall assist and advise the County in connection with debt issuances, as requested by the Department. In addition to planning for any new money needs of the County, the Contractor shall also monitor the
potential for refunding existing debt. Services that the Contractor will provide to the County in connection with debt issuances includes any work performed in connection with new money bond and note issuances, and refundings.

**Fees for Services in connection with Debt Issuances:** For Services in connection with Debt Issuances by or on behalf of the County, the County will compensate the Contractor solely on a contingent basis from the proceeds of bonds or notes, whether competitive or negotiated, in accordance with the fee schedules below. For any Services in connection with Debt Issuances provided by the Contractor on behalf of the County but not covered by the fee schedules below, the County and the Contractor shall negotiate a reasonable fee for such Services:

### County or NIFA New Money Bond Issuances

<table>
<thead>
<tr>
<th>Issue Size:</th>
<th>Fee:</th>
<th>Minimum Fee (If Applicable):</th>
<th>Maximum Fee (If Applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $75 million</td>
<td>$1.15 per $1,000 of par amount of bonds</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>For next $25 million</td>
<td>$1.00 per $1,000 of par amount of bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For next $25 million</td>
<td>$0.75 per $1,000 of par amount of bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>or greater</td>
<td>$0.50 per $1,000 of par amount of bonds</td>
<td>$150,000</td>
<td></td>
</tr>
</tbody>
</table>

### Refunding or Combination New Money and Refunding Bond Issuances

<table>
<thead>
<tr>
<th>Issue Size:</th>
<th>Fee:</th>
<th>Minimum Fee (If Applicable):</th>
<th>Maximum Fee (If Applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $75 million</td>
<td>$1.40 per $1,000 of par amount of bonds</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>For next $25 million</td>
<td>$1.00 per $1,000 of par amount of bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For next $25 million</td>
<td>$0.75 per $1,000 of par amount of bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>or greater</td>
<td>$0.50 per $1,000 of par amount of bonds</td>
<td>$300,000</td>
<td></td>
</tr>
</tbody>
</table>

### Bond Anticipation and Cash Flow Note Issuances

<table>
<thead>
<tr>
<th>Issue Size:</th>
<th>Fee:</th>
<th>Minimum Fee:</th>
<th>Maximum Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $75 million</td>
<td>$0.90 per $1,000 of par amount of bonds</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>For amounts over $75 million</td>
<td>$0.50 per $1,000 of par amount of bonds</td>
<td>$150,000</td>
<td></td>
</tr>
</tbody>
</table>
C. Services in connection with Investment Management: The Contractor, through its affiliate PFM Asset Management, LLC ("PFMAM"), shall assist and advise the County in connection with investment management as requested by the Department ("Services in connection with Investment Management"), provided, however, such Services in connection with Investment Management are subject to a separate agreement between the County and the Contractor's affiliate PFMAM.

Fees for Services in connection with Investment Management: For Services in connection with Investment Management on behalf of the County, PFMAM's standard fee arrangement shall be: 0.10% annually for the first $25 million of assets; 0.08% annually for the next $25 million; and 0.07% annually for assets over $50 million. The annual rate shall be applied to the average daily balance of assets under management and billed monthly. No minimum fee is applicable.

D. Services in connection with Escrow: If requested by the Department, the Contractor, through its affiliate PFMAM, will advise and assist the County and its counsel in connection with the investment and management of defeasance/escrow accounts, including, but not limited to, preparing requests for proposals and receiving and evaluating bids ("Services in connection with Escrow"), however, such Services in connection with Escrow are subject to a separate agreement between the County and PFMAM.

Fees for Services in connection with Escrow: The following fee schedule shall apply to Services in connection with Escrow:

<table>
<thead>
<tr>
<th>Type of Escrow</th>
<th>Fee Range</th>
<th>Fee Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLOC Structuring, Initial and Final Subscription</td>
<td>$2,500</td>
<td>Construction Funds, Debt $39,000 per Agreement</td>
</tr>
<tr>
<td>Open Market Treasury Escrows</td>
<td>$20,000 - $39,000</td>
<td>Service Funds, and Reserve Funds</td>
</tr>
<tr>
<td>Other Securities</td>
<td>$30,000 - $75,000</td>
<td></td>
</tr>
</tbody>
</table>

E. Services in connection with Arbitrage Rebate: If requested by the Department, the Contractor shall either: (i) assist the County in working with arbitrage rebate calculation specialists who calculate arbitrage rebate liability; or (ii) through its affiliate PFMAM by separate agreement between the County and PFMAM, perform such calculations and prepare rebate compliance reports ("Services in connection with Arbitrage Rebate")
**Fees for Services in connection with Arbitrage Rebate:** The following fee schedule shall apply for Services in connection with Arbitrage Rebate:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee Structure</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Fee (one-time fee only)</td>
<td>Waived</td>
<td>Base Arbitrage Rebate Compliance Report Fee (Minimum Fee)</td>
<td>$1,900</td>
</tr>
<tr>
<td>Spending Exception Compliance Analysis</td>
<td>In base fee</td>
<td>Universal Capp Analysis</td>
<td>$500</td>
</tr>
<tr>
<td>Yield Restriction Compliance Analysis</td>
<td>In base fee</td>
<td>Additional Computation Periods in Excess of 1-year from prior calculation date (Per 1-year period or fractional period)</td>
<td>$500</td>
</tr>
<tr>
<td>Transferred Proceeds Calculation &amp; Allocation Analysis</td>
<td>$750</td>
<td>8038-T Preparation</td>
<td>$250</td>
</tr>
<tr>
<td>Variable Rate Arbitrage Yield Calculation</td>
<td>$750</td>
<td>Rehain Request Analysis &amp; Preparation</td>
<td>$2,500</td>
</tr>
<tr>
<td>Swap Termination Payment Allocation</td>
<td>$750</td>
<td>Preparation of Late Payment Explanation</td>
<td>$500</td>
</tr>
<tr>
<td>Commingled Funds Cash Flow &amp; Allocation Analysis</td>
<td>$750</td>
<td>Maximum 5-year Period Arbitrage Compliance Report</td>
<td>$5,500</td>
</tr>
</tbody>
</table>
Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.
As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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

1. The chief executive officer of the Contractor is:

   John Bonow  __________________________________________ (Name)

   Two Logan Square, Suite 1600, Philadelphia, PA 19103  (Address)

   (215) 567-6100 ______________________________________ (Telephone Number)

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

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

   _____________________________________________________________

   _____________________________________________________________

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

   _____________________________________________________________

   _____________________________________________________________

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

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

April 24, 2015
Dated

Signature of Chief Executive Officer

John Bonow, President/CEO
Name of Chief Executive Officer

Sworn to before me this

24th day of April, 2015.

Notary Public
Inter-Office Memorandum

To: Robert Cleary, Chief Procurement Officer
From: Steven Conkling, Office of Management & Budget
Date: March 3, 2020
Subject: PFM Financial Advisors, LLC Contract extension

The County and the contractor entered into an agreement (County contract #CQBU15000009) effective August 31, 2015. The term of the agreement is from March 27, 2015 until March 26, 2020.

The County would like to exercise its first one-year option, extending the term of the contract to March 26, 2021. It is intended that this item will be on the March 23, 2020 calendar. Therefore, it is likely that the extension will not be fully-approved until after March 26, 2020. It was originally intended for the item to be scheduled for the March 9, 2020 Rules Committee. We were delayed in preparing the materials for the contract amendment. The original agreement with Public Financial Management, Inc was assigned to an affiliate, PFM Financial Advisors LLC in 2017, which was approved by the County. However, the amendment to the contract did not reflect this assignment, and therefore had to be revised, delaying the process.
**NIFS ID:** CQCO20000003  **Department:** Comptroller

**Capital:**

**SERVICE:** GASB 87 & Other On-Call Technical Services

**Contract ID #:** CQCO20000003  **NIFS Entry Date:** 20-MAR-20  **Term:** from 16-DEC-19 to 31-DEC-22

<table>
<thead>
<tr>
<th>New</th>
<th>1) Mandated Program: N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Extension:</td>
<td>2) Comptroller Approval Form Attached: Y</td>
</tr>
<tr>
<td>Addl. Funds:</td>
<td>3) CSEA Agmt. § 32 Compliance Attached: Y</td>
</tr>
<tr>
<td>Blanket Resolution:</td>
<td>4) Material Adverse Information Identified? (if yes, attach memo): Y</td>
</tr>
<tr>
<td>RES#:</td>
<td>5) Insurance Required: Y</td>
</tr>
</tbody>
</table>

**Vendor Info:**

<table>
<thead>
<tr>
<th>Name: Crowe LLP</th>
<th>Vendor ID#: B0295761</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 488 Madison Avenue, P.O. Box 3, New York, NY 10022</td>
<td>Contact Person: ANGELA HILLS</td>
</tr>
<tr>
<td>Phone: (516) 516-4000</td>
<td></td>
</tr>
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</table>

**Department:**

<table>
<thead>
<tr>
<th>Contact Name: Sergio A. Blanco</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 240 Old Country Road</td>
</tr>
<tr>
<td>Mineola, NY 11501</td>
</tr>
<tr>
<td>Phone: 5165712854</td>
</tr>
</tbody>
</table>

**Routing Slip**

<table>
<thead>
<tr>
<th>Department</th>
<th>NIFS Entry: X</th>
<th>20-MAR-20 -- LTSIKOURAS</th>
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</thead>
<tbody>
<tr>
<td>Department</td>
<td>NIFS Approval: X</td>
<td>20-MAR-20 -- JSCHOEN</td>
</tr>
<tr>
<td>DPW</td>
<td>Capital Fund Approved:</td>
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<tr>
<td>OMB</td>
<td>NIFA Approval: X</td>
<td>20-MAR-20 -- IQURESHI</td>
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<tr>
<td>OMB</td>
<td>NIFS Approval: X</td>
<td>20-MAR-20 -- IQURESHI</td>
</tr>
<tr>
<td>County Atty.</td>
<td>Insurance Verification: X</td>
<td>20-MAR-20 -- DGREGWARE</td>
</tr>
<tr>
<td>County Atty.</td>
<td>Approval to Form: X</td>
<td>20-MAR-20 -- DGREGWARE</td>
</tr>
<tr>
<td>CPO</td>
<td>Approval: X</td>
<td>20-MAR-20 -- RCLEARY</td>
</tr>
<tr>
<td>DCEC</td>
<td>Approval: X</td>
<td>21-MAR-20 -- JCHIARA</td>
</tr>
</tbody>
</table>
Contract Summary

Purpose: Contractor is to provide services with the implementation of GASB 87, and on an on-call basis, with technical expertise as it relates to the interpretation relating to professional governmental literature, Accounting services, or other such related technical services, such as COVID-19 revenue impact analysis.

Method of Procurement: A request for proposals was issued in March 2019.

Procurement History: Five firms submitted proposals. After a lengthy evaluation process, including presentations by four of the five proposers, and Best and Final Offers from all those firms who presented, the evaluation committee selected the proposal submitted by Crowe LLP.

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of, but not be limited to, assisting the Office in the reporting and disclosure requirements of GASB Pronouncements, including, but not limited to, Statement No. 87, Leases (GASB 87), and to assist the County in determining the values required to be reported in the County’s financial statements and schedules (the Comprehensive Annual Financial Reports (CAFR)). Such services will also include, but not necessarily be limited to, additional on-call technical services such as COVID-19 revenue impact analysis.

Impact on Funding / Price Analysis: $250,000 initial encumbrance with a contract max of $510,000.

Change in Contract from Prior Procurement: Not applicable

Recommendation: (as submitted) Approve as submitted

Advisement Information

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RENEWAL

% Increase
% Decrease
RULES RESOLUTION NO. – 2020

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

WHEREAS, the County has negotiated a personal services agreement with Crowe LLP in relation to GASB 87 and other on-call technical services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Crowe LLP.
NIFA
Nassau County Interim Finance Authority

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

1. Vendor: Crowe LLP

2. Dollar amount requiring NIFA approval: $510000
   Amount to be encumbered: $250000

   This is a New
   If new contract - $ amount should be full amount of contract
   If amendment - $ amount should be full amount of amendment only

3. Contract Term: 12/16/2019-12/31/2022
   Has work or services on this contract commenced? N

   If yes, please explain:

4. Funding Source:
   X General Fund (GEN)     Grant Fund (GRT)
   Capital Improvement Fund (CAP) Federal % 0
   Other State % 0
   Other County % 100

   Is the cash available for the full amount of the contract? Y
   If not, will it require a future borrowing? N

   Has the County Legislature approved the borrowing? N/A
   Has NIFA approved the borrowing for this contract? N/A

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

   Contractor is to provide services with the implementation of GASB 87, and on an on-call basis, with technical expertise as it relates to the interpretation relating to professional governmental literature, Accounting Services, or other such related technical services, such as COVID-19 revenue impact analysis.

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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
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</table>

   (Blank table row)

   (Blank table row)
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.

IQUESHI 20-MAR-20
Authenticated User Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:
1. 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.
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: Crowe LLP

CONTRACTOR ADDRESS: 488 Madison Avenue, Floor 3, NY, NY 10022

FEDERAL TAX ID #: [Redacted]

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 March 15, 2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday & the NYS Contract Reg [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 18, 2019 [date]. 5 [state #] proposals were received and evaluated. The evaluation committee consisted of: 4 employees from the Office of the Nassau County Comptroller, one of whom was a non-voting member and 1 employee from the Office of Management and Budget. (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. □ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on ______________________ [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.

[Signature]
Department Head Signature

[Date]
3/19/2006

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. 01/18 3
March 20, 2020

As disclosed by the vendor, Crowe LLP ("Crowe"), "On 12/21/2018, Crowe and two partners consented to entry of a US Securities and Exchange Commission ("SEC") Order instituting and resolving proceedings in connection with Crowe’s single-year audit of a public company’s financial statements for the year ended January 3, 2014. Crowe and the partners neither admitted nor denied the SEC’s findings. Crowe agreed to a censure and cease and desist order, to undertake remedial efforts, and to pay a fine. The Order can be found on the SEC Division of Enforcement website. The Order acknowledges that Crowe cooperated with the SEC and voluntarily undertook remedial efforts prior to the conclusion of the matter. The Order does not restrict Crowe’s ability to perform professional services."

During the due diligence review prior to finding the vendor responsible, I as Department Chief Contracting Officer ("DCCO"), considered the above disclosure and researched this matter, by reviewing material found on the SEC website, as well as other sources. I did similar research on top accounting firms and found that the overwhelming majority of such firms have faced similar or more severe SEC orders, investigations, charges, fines etc. ("Orders"). I considered that the overwhelming majority of such firms have faced similar or more severe SEC orders, investigations, charges, fines etc. ("Orders"). During the time period. My research revealed, five out of the top five top accounting firms in 2019, and eight out of ten of the top ten, had faced such SEC Orders (neither of the two without SEC orders submitted proposals). Given the extremely limited number of accounting firms, with the necessary expertise, which do not have similar SEC orders, etc., it would be incredibly difficult, if not impossible, to limit our selection to only those firms who have not faced a SEC investigation over the prior 5 years.

Additionally, in my due diligence review, prior to finding the vendor responsible, I noted that such an order pertained to work performed nearly six years ago by two partners in their private practice group, that to the best of my knowledge have nothing to do with Crowe’s municipal practice group, and that none of said partners are on this engagement. Further the services that will be provided by Crowe are of an entirely different nature than those services discussed in the aforementioned order.

Lastly, given the above, given that the aforementioned order as it pertains to Crowe was from 2014, given that the Order acknowledges that Crowe cooperated with the SEC and voluntarily undertook remedial efforts prior to the conclusion of the matter, I therefore find the vendor responsible and that the Order does not restrict Crowe’s ability to perform professional services for the County of Nassau.

Sincerely,

Sergio Blanco
Senior Counsel
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

   YES [ ] NO [ ] X [ ] If yes, to what campaign committee?

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

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

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

   Electronically signed and certified at the date and time indicated by:
   Mark Mareccini [PROPOSAL.CENTER@CROWE.COM]

   Dated: 03/11/2020 04:07:49 PM
   Vendor: Crowe LLP
   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: Wendy Cama
   Date of birth: 05/06/1967
   Home address: [Redacted]
   City: [Redacted] State/Province/Territory: [Redacted] Zip/Postal Code: [Redacted]
   Country: [Redacted]
   Business Address: 488 Madison Avenue, Flr3
   City: New York State/Province/Territory: NY Zip/Postal Code: 10022
   Country: US
   Telephone: [Redacted]

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

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner 10/01/2003

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   As a partner I have equity ownership, however less than 10%.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

   YES  [ ]  NO  [x]  If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES  [ ]  NO  [x]  If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES  [ ]  NO  [x]  If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES  [ ]  NO  [x]  If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES  [ ]  NO  [x]  If yes, provide an explanation of the circumstances and corrective action taken.

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?
9.

a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

   YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.
I, [Wendy Cama], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

Crowe LLP
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Wendy Cama [WENDY.CAMA@CROWE.COM]

Partner - Managing Partner of New York Office
Title

03/16/2020 12:32:49 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

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

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: Mark Maraccini
   Date of birth: 07/20/1978
   Home address:   
   City:   State/Province/Territory:   Zip/Postal Code:   
   Country: US
   Business Address: 488 Madison Avenue, Floor 3
   City: New York, State/Province/Territory: NY Zip/Postal Code: 10022
   Country: US
   Telephone:   
   Other present address(es):
   City:   State/Province/Territory:   Zip/Postal Code:   
   Country: 
   Telephone:   
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner
   04/01/2018

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO   If Yes, provide details.
   As partner of the partnership, I do earn equity in the organization. My equity position is less than 10%.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES  NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES  NO [X] If Yes, provide details.

Page 1 of 5  Rev. 3-2016
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [ ] NO [ ] X [ ] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐  NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
   YES ☐  NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES ☐  NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES ☐  NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES ☐  NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES ☐  NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES ☐  NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
I, [Mark Maraccini], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

Crowe LLP
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Maraccini [PROPOSAL.CENTER@CROWE.COM]

Partner
Title

03/14/2020 05:03:42 PM
Date
Business History Form

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

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

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

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

Date: 04/10/2019

1) Proposer's Legal Name: Crowe LLP

2) Address of Place of Business: 488 Madison Avenue, Floor 3
   City: New York State/Province/Territory: NY Zip/Postal Code: 10022
   Country: US

3) Mailing Address (if different): 488 Madison Avenue, Floor 3
   City: New York State/Province/Territory: Zip/Postal Code: 
   Country:
   Phone: (212) 572-5500

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

4) Dun and Bradstreet number: 830882598

5) Federal I.D. Number: 

6) The proposer is a: Other (Describe) Limited Liability Partnership

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES NO X If yes, please provide details:

8) Does this business control one or more other businesses?
   YES NO X If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES X NO If yes, please provide details:
   Affiliates:

Page 1 of 7 Rev. 3-2016
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 [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual’s position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Please see attached.

1 File(s) Uploaded: Answer to Question 13.docx

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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
b) Any misdemeanor charge pending?
YES  □  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES  □  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES  □  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES  X  NO  □  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

On 12/21/2018, Crowe LLP ("Crowe") and two partners consented to entry of a US Securities and Exchange Commission ("SEC") Order instituting and resolving proceedings in connection with Crowe’s single-year audit of a public company’s financial statements for the year ended January 3, 2014. Crowe and the partners neither admitted nor denied the SEC’s findings. Crowe agreed to a censure and cease and desist order, to undertake remedial efforts, and to pay a fine. The Order can be found on the SEC Division of Enforcement website. The Order acknowledges that Crowe cooperated with the SEC and voluntarily undertook remedial efforts prior to the conclusion of the matter. The Order does not restrict Crowe’s ability to perform professional services.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES  X  NO  □  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See response to Question 14(e). In addition, like all large professional service firms, Crowe LLP (Crowe) regularly receives subpoenas and inquiries from regulatory agencies. Crowe has pending subpoenas and inquiries, but it is Crowe’s policy not to discuss any specific pending matters. However, in the view of management there are no (a) past or current inquiries that will result in penalties to Crowe or (b) pending or threatened inquiries that could affect its ability to perform the required services.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES  □  NO  X  If yes, provide details for each such year. Provide a detailed response to all
a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

As a firm of certified public accountants, Crowe has policies and procedures to provide reasonable assurance that professional personnel maintain independence, integrity, and objectivity required under professional standards. A dedicated unit within Crowe, the ethics and independence group within the firm's national office, is responsible for managing and communicating independence and ethics guidance and firm protocol.

All professional personnel shall follow the applicable independence rules and regulations of the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct, the state Boards of Accountancy, the Securities and Exchange Commission, the U.S. Government Accountability Office, and other regulatory agencies. We communicate independence rules to help provide assurance that our personnel will comply with applicable rules.

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.

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

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

i) Date of formation;

01/01/1942

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

Our Executive Team:
James L. Powers - Chief Executive Officer
Joseph P. Santuchi - Chief Operating Officer
Derek A. Bang - Chief Strategy and Innovation Officer, Healthcare Performance Consulting Leader
Justin A. Bass - Chief Data Science Officer
Fred J. Bauters - Chief Risk Officer
Ann Lathrop - Chief Marketing Officer
S. Yvonne Scott - Chief Information Officer
Mark A. Strawmyer - Managing Principal, Applied Technology
Crowe has over 360 partners. We will be happy to provide additional information upon award.

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

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

Our Executive Team:
James L. Powers - Chief Executive Officer
Joseph P. Santuchi - Chief Operating Officer
Derek A. Bang - Chief Strategy and Innovation Officer, Healthcare Performance Consulting Leader
Justin A. Bass - Chief Data Science Officer
Fred J. Bauters - Chief Risk Officer
Ann Lathrop - Chief Marketing Officer
S. Yvonne Scott - Chief Information Officer
Mark A. Strawmyer - Managing Principal, Applied Technology
Crowe has over 360 partners. We will be happy to provide additional information upon award.

Partner responsible for this engagement:
Mark J. Maraccini, Partner
Crowe LLP
488 Madison Avenue, Floor 3
New York, New York

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable):
IN

v) The number of employees in the firm:
4100

vi) Annual revenue of firm:
883000000

vii) Summary of relevant accomplishments
Please see attached.

1 File(s) Uploaded: Relevant Accomplishments.pdf

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

1 File(s) Uploaded: NY Firm Permit.pdf

B. Indicate number of years in business.
77

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

We have learned from our clients that there are certain attributes important to their overall experience, and each client perceives value differently. To help us meet our clients' expectations, we conduct an engagement survey that allows our clients to evaluate our performance.

Our 2018 client engagement surveys show that Crowe has achieved an 89 percent client engagement index score. According to the research firm PeopleMetrics, our score is 36 points higher than the industry average of 53 percent. An engaged client is one who agrees that it really likes working with us, is likely to continue to work with us, would go out of its way to keep working with us, and will recommend us to its colleagues.

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.

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<td>Jessica Olive, Manager of CMS Office of Finance &amp; Management</td>
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<td>E-Mail Address</td>
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</tbody>
</table>
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I, [Mark Maraccini], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Crowe LLP

________________________
Mark Maraccini [PROPOSAL.CENTER@CROWE.COM]

Partner
Title

03/05/2020 09:43:17 AM
Date
Professional Standings and Recognition

Accounting Today
Crowe ranks as the ninth largest U.S. public accounting and consulting firm (based on U.S. net revenue) according to the "2019 Accounting Today Top 100 Firms" list.

Fortune 100 Best Companies To Work For 2019
Crowe is proud to be recognized as one of the 100 Best Companies to Work For by Fortune 100*. The list is based on feedback from more than 310,000 employees at Great Place to Work-Certified organizations, and more than 50 elements of the workplace, including trust in managers, compensation, fairness, camaraderie and workplace traits linked to innovation.
Crowe has also been named to other Fortune lists in the past year including Best Workplaces in Consulting and Professional Services, Best Workplaces for Giving Back and Best Workplaces for Parents.

* From FORTUNE ©2019 Fortune Media IP Limited. FORTUNE 100 Best Companies to Work For is a trademark of Fortune Media IP Limited and is used under license. FORTUNE and Fortune Media IP Limited are not affiliated with, and do not endorse products or services of, Crowe LLP.

Glassdoor Best Places to Work List for 2019
Crowe ranks number 50 on the Glassdoor Best Places to Work list for 2019. Glassdoor, one of the world’s largest job and recruiting sites where employees can anonymously share their workplace experiences, is a powerful vehicle for attracting top talent to the firm. This Employee’s Choice award is based solely on comments posted to Glassdoor from past and present Crowe personnel.

Customer Engagement Award
Crowe received the Customer Engagement Award at the 2017 North American Employee Engagement Awards, which recognizes organizations that execute strategies to make their cultures more customer-centric.

Temkin Group Award
Crowe received the Customer Experience Excellence Award from the Temkin Group in 2016 based on its efforts to improve client experience in a sustainable manner.

Institute of Internal Auditors
Crowe is a Principal Partner of the Institute of Internal Auditors from the local to international levels and is recognized as an IIA Industry Leader. Crowe personnel regularly contribute thought leadership pieces to IIA publications; serve as speakers and trainers at chapter meetings and regional, national, and international seminars and conferences.

American Bankers Association
The American Bankers Association has endorsed Crowe governance, risk, and compliance management consulting services through its affiliate, the Corporation for American Banking. The endorsement was made after an evaluation, which was based on a wide range of factors including ability to meet the needs of ABA members, expertise in regulatory compliance issues, banking experience, and customer service. Crowe is the only ABA-endorsed provider of governance, risk, and compliance management consulting services.
Answer to Question 13.
Like all large professional service firms, Crowe LLP (Crowe) is subject to claims from time to time for a variety of reasons, and we occasionally receive notice of claims. Further, Crowe regularly receives subpoenas and inquiries from regulatory agencies. Crowe has pending litigation, subpoenas and inquiries, but it is Crowe's policy not to discuss any specific matters pending matters. However, in the view of management there are no (a) current claims or inquiries that will result in significant losses or penalties to Crowe or (b) pending or threatened litigation or inquiries that could affect its ability to perform the required services.

On 12/21/2018, Crowe LLP ("Crowe") and two partners consented to entry of a US Securities and Exchange Commission ("SEC") Order instituting and resolving proceedings in connection with Crowe's single-year audit of a public company's financial statements for the year ended January 3, 2014. Crowe and the partners neither admitted nor denied the SEC’s findings. Crowe agreed to a censure and cease and desist order, to undertake remedial efforts, and to pay a fine. The Order can be found on the SEC Division of Enforcement website. The Order acknowledges that Crowe cooperated with the SEC and voluntarily undertook remedial efforts prior to the conclusion of the matter. The Order does not restrict Crowe's ability to perform professional services.
Office of the Professions

Verification Searches

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.

Business Entity Information *

06/04/2018

Name: CROWE LLP
Street Address:
488 MADISON AVENUE
3RD FLOOR
NEW YORK, NY 100220000

Business Entity: Certified Public Accountancy Partnership
Partnership ID#: 056954
Board Approval Date: 08/01/08
Current through: 10/31/20

Partners: Click on license number link to the left of professional's name for detailed information.
033452 LIFSON DAVID -
044148 COSTICH BERNARD WILLIAM JR -
054249 KOLOVOS JAMES -
066774 MESSMAN CAROL SUE -
066775 FRIEDMAN STUART -
061574 INSE RALVATO A -
072599 PETERSKI NADINE THERESA -
082777 MACIMA JOSEPH C -
086257 SLEA GO GEORGE T -
086524 CALVEY RAYMOND -
086541 SASSLO GLENN D -
091172 REDENTIE MATTHEW JOHN -
091999 ULLISNEY MARK STEPHEN -
093816 THAITS DAVID E -
093861 SHERWOOD SIDNEY S -
093864 THIESFE LD TODD S -
093965 CZARNICKI JOHN A -
093991 TAYLOR MARK A -
094051 CAMA WENDY -
094442 TYLER THOMAS J -
094920 SLIVAYA JAMES D -
095118 BOEHMER TIMOTHY HAMILTON -
095526 ADAIR MARK JAMES -
095324 KURKOWSKI JOHN L -
095650 WYSE ANDREW L -
095697 MCCLURE GREGORY J -
095618 DELGADO DAVID G -
096383 DENNY-RASMUSSEN KRISTIN -
096384 THORNTON DAVID A -
096959 SCHELL MATTHEW -
097240 RASMUSSEN JAMES C -
098650 TORRES BRENDA L -
098729 WYDA KEVIN V -
098944 AHMED ARSHAD -
098954 MILLER STUART J -

http://www.nysed.gov/coms/op001/opscr9?profcd=77&pseno=066954

6/4/2018
092026 LUTHER TIMOTHY V -
092223 SEO SEONGHO -
099642 MORKISON KEVIN J -
099879 KARY JENNIFER C -
100365 JOHNSON CHRISTOPHER G -
100700 JOHNSON DAWNELL A -
100702 NUEHRING BERT MILVERN GENE -
100811 UELTSCHY RICHARD G -
101342 RICHARDS TODD E -
101751 TOMASZEWSKI JOSEPH M -
102848 HECKER BRIAN J -
104061 ROBERTS DAVID ALBERT -
104712 BREWER WILLIAM S -
106000 SMITH KEVIN WAYNE -
106660 PIKESZA JOSEPH C -
107282 HOPKINS CHRISTOPHER J -
107409 RONASK JAMES R -
107711 AMILOWALI ASHISH -
108733 SCHEER TAL M -
123064 LAETSCH CHARLES A -

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- 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.
COUNTY OF NASSAU

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

1. Name of the Entity:  Crowe LLP

Address:  488 Madison Avenue, Floor 3

City:  New York  State/Province/Territory:  NY  Zip/Postal Code:  10022

Country:  US

2. Entity's Vendor Identification Number:  

3. Type of Business:  Other (specify)  Limited Liability Partnership

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

1 File(s) uploaded Executive Team.JPG

No principals have been attached to this form.

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

If none, explain.

Our Executive Team:
James L. Powers - Chief Executive Officer
Joseph P. Santuchi - Chief Operating Officer
Derek A. Bang - Chief Strategy and Innovation Officer, Healthcare Performance Consulting Leader
Justin A. Bass - Chief Data Science Officer
Fred J. Bauters - Chief Risk Officer
Ann Lathrop - Chief Marketing Officer
S. Yvonne Scott - Chief Information Officer
Mark A. Strawmyer - Managing Principal, Applied Technology
Crowe has over 360 partners. We will be happy to provide additional information upon award.

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

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

Affiliates:
Crowe Chizok LLP
Crowe Group Properties LLC
Crowe Insurance Company LLC
Crowe IP Holdings I LLC
Xpira LLC
Crowe Horwath IT Services LLP
Crowe Healthcare Risk Consulting LLC
Crowe Horwath Global Risk Consulting Ltd.
Crowe Horwath Cayman LTD

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

Are there lobbyists involved in this matter?
YES [ ] NO [X ]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Mark Maraccini [PROPOSAL.CENTER@CROWE.COM]

Dated: 03/06/2020 01:20:37 PM

Title: Partner

Page 2 of 3
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.
CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller (the "Comptroller" or the "Office"), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Crowe LLP, having its principal office at 488 Madison Avenue, 3rd Floor, New York, NY 10022 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall begin on December 16, 2019 and terminate on December 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement. The Office shall have an option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2023 through December 31, 2023, for completion of the Services (as defined below) for the fiscal year ending December 31, 2022. In the event the Office 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, 2024 through December 31, 2024, for completion of the Services for the fiscal year ending December 31, 2023. The Office shall exercise such renewal options by written notice thereof to the Contractor not less than thirty (30) days prior to the expiration of the then current Term. All renewal options shall be at the sole discretion of the Office, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services: (a) The services to be provided by the Contractor under this Agreement shall consist of, but not be limited to, assisting the Office in the reporting and disclosure requirements of GASB Pronouncements, including, but not limited to, Statement No. 87, Leases ("GASB 87") and to assist the County in determining the values required to be reported in the County's financial statements and schedules (the Comprehensive Annual Financial Reports ("CAFR")), including, but not necessarily limited to, the specific services listed below as well as in the following exhibits, which are attached to and incorporated into this Agreement by reference; Exhibit A: RFP, Exhibit B: Contractor's Proposal in response to the RFP, dated April 18, 2019, as modified by Exhibit C: the Contractor's Best and Final Offer letter ("BAFO"), dated June 21, 2019 ("Services"): 

   A. Assist the County in developing a framework to document what is determined as "reasonably certain" when evaluating agreements to calculate the terms, including but not limited to;
      i. How to allocate terms between combination agreements that include lease and non-lease terms, and;
      ii. Implementing procedures for how lease agreements will be managed and tracked for GASB 87 reporting.

   B. Review all contracts, purchase orders, etc., that have been provided by the Office (the "inventory of potential contracts to evaluate") to the Contractor with regard to
this project to evaluate and determine whether the terms of the documents meet the definition of a "lease" under GASB 87.

C. Provide Services to ensure completeness of all leases identified for GASB 87 reporting.

D. Review lease contracts for multiple components, such as multiple asset components and service components.

E. Identify any contracts that can be excluded based on an exception or materiality.
   i. Maintain an inventory record electronically, of all contracts not meeting the criteria.
   ii. provide documentation explaining whether or not each contract provided meets the qualifications of a lease under GASB 87 along with the rationale for inclusion or exclusion.

F. Gather data required for footnote disclosures and assist the County with the drafting of the footnote disclosures for the ending balances of fiscal years 2019 and fiscal year 2020.

G. Develop amortization schedules needed for each qualifying GASB 87 lease and assist the County with the calculation of the required financial data and disclosures.

H. Provide the County with a method to continue the annual valuation and required CAFR disclosures and schedules.

I. Create an inventory of all contracts, purchase orders, etc., that meet the GASB 87 definition and gather key data from the contracts in order to determine the lease term and calculate lease liability/asset or receivable/deferred inflow and any other required data needed for reporting, including the discount rate to be used and the rationale for selecting that discount rate.

J. Develop procedures to assist the County in tracking and reporting new contracts.

K. Provide all supporting documentation related to contractor’s work performed, including spreadsheets, calculations notes, to the County in hardcopy and electronically. Supporting documentation should be in a format that will be easy to follow and cross-reference, such as a bound document or organized binder for the hardcopy, and an organized folder/files for the electronic versions.

L. Assist the County in discussions with the County’s independent auditors in their review of the calculations and disclosures for the ending balances of fiscal year 2019 and fiscal year 2020 CAFR reporting.

M. Provide the County with general accounting and/or GASB assistance, as needed.
N. Be able to complete all work, and have all deliverables provided to the County, for leases existing at the end of fiscal year 2019 and by August 2020, and for 2020 leases, by March 2021.

(b) Should the County choose, in writing, to implement the Contractor’s Lease Accounting Optimizer for Public Sector software (“Optimizer”), the Contractor shall:

A. Provide adequate Optimizer training to any Office staff as identified by the Office.

B. Provide access, including any required licenses, to at least 10 County Optimizer users, as so identified by the Office.

(c) Provide County staff with up to 4 hours of continuing professional education to further enhance the knowledge of the County’s accounting staff, at no additional cost.

3. Payment. (a) Except as otherwise provided hereof, the maximum amount to be paid to the Contractor as full consideration for the Contractor’s Services under this Agreement, including during any renewals of the Agreement as provided above, shall not exceed five hundred ten thousand dollars ($510,000) (“Maximum Amount”), which shall be subject to encumbrance and payable in accordance with the pricing structure set forth as follows:

i. GASB 87 all-inclusive fees for up to 300 lease agreements;

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$98,000</td>
</tr>
<tr>
<td>2021</td>
<td>$78,155</td>
</tr>
<tr>
<td>2022</td>
<td>$0</td>
</tr>
<tr>
<td>2023</td>
<td>$0, if renewal option exercised</td>
</tr>
<tr>
<td>2024</td>
<td>$0, if renewal option exercised</td>
</tr>
</tbody>
</table>

   a) Any additional leases beyond the included 300 that need to be reviewed will be billed at a flat rate of $380 per lease.

   ii. All-inclusive fee for Crowe Lease Accounting Optimizer for Public Sector, (if the Office elects, in writing, to use the Optimizer), including, basic implementation services, support if the tool is not functioning as intended, and 10 licenses to be used by the Office;

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
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<tr>
<td>2021</td>
<td>$28,924</td>
</tr>
<tr>
<td>2022</td>
<td>$28,924</td>
</tr>
<tr>
<td>2023</td>
<td>$28,924, if renewal option exercised</td>
</tr>
<tr>
<td>2024</td>
<td>$28,924, if renewal option exercised</td>
</tr>
</tbody>
</table>

   iii. As-needed GASB and Accounting Assistance;

   Any as-needed services requested by the Office and agreed to by the Contractor pursuant to this
Agreement shall be billed at the following hourly rate(s):

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner/Director</td>
<td>$441</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>$260</td>
</tr>
<tr>
<td>Manager</td>
<td>$220</td>
</tr>
<tr>
<td>Senior Staff</td>
<td>$157</td>
</tr>
<tr>
<td>Staff</td>
<td>$127</td>
</tr>
</tbody>
</table>

I. Partial Encumbrance. The Contractor acknowledges that the Office will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be two hundred fifty thousand Dollars ($250,000.00). Thereafter, the Office will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed with any services that would lead the Office to incur expenses beyond the initially encumbered expenses.

II. The parties acknowledge that the maximum annual amount of compensation for the Services rendered by the Contractor during the term of this Agreement shall not exceed the amounts listed above, unless this Agreement is amended to include additional funds or for a continuation of services beyond the term of this Agreement. Contractor agrees that this compensation is all-inclusive, and the Contractor shall not be reimbursed for Contractor’s travel time and expenses or for any other costs incidental to the services to be provided by Contractor under this Agreement, including but not limited to, attending meetings at the Comptroller’s Office and providing testimony at the Nassau County Legislature, in connection with this Agreement.

III. Partial progress payments may be authorized at the discretion of the Office.

IV. If there is a material change (i) in the scope of services, or (ii) in any circumstance with respect to this Agreement (or any attachments hereto) (“Additional Services”), the parties shall negotiate in good faith to make an equitable adjustment to the maximum amounts set forth in Section 3(a) and incorporate said adjustments into written contract amendments.

   a. Should the need for any such Additional Services be identified by the Contractor, it shall be the Contractor’s responsibility to inform Deputy Comptroller Anthony Dalessio, or his successor as designated by the County Comptroller, as soon as possible, in writing. Further, it is expressly understood that the County shall not be liable for any such additional expenses without having first granted its expressed authority in a written agreement which has received all required County approvals, third party approvals and other governmental approvals, including, if required, approval by the County Legislature and the Nassau Interim Finance Authority.

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

(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.** (i) The Contractor shall comply with any and all applicable U.S. Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. (ii) As provided in Section 11(b), Contractor agrees to provide a minimum of 15% (fifteen percent) participation under this Agreement to qualified Minority- and Women-Owned Business Enterprises (“M/WBEs”) and/or Service-Disabled Veteran-Owned Business Enterprises (“SDVOBs”) subcontractors.

(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:

5
(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 to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. (i) The parties acknowledge and agree that all records, information, and data ("Information") acquired from, or on behalf of the County in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.

(ii) Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Contractor provides to the County under this Agreement ("Reports"), other than County’s original information, are for County’s internal use only, or for use by third parties for which such use would be consistent with the purpose of the Services, including use by County’s external auditors, oversight agencies and regulatory authorities. Except for disclosures that are required by law or that are expressly permitted by this Agreement, the County will not disclose or permit access to such Reports to any third party without the Contractor’s prior written consent, and are not intended to be and may not be relied upon by any third party. County will not rely on any draft Report that is clearly indicated as a draft, as such drafts are for discussion purposes only. Unless required by an audit or other attestation professional standard, Contractor will not be required to update any final Report for events occurring after delivery.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all actually known instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgments for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Rights to Work. Except as provided below, upon full payment, the Contractor hereby assigns to the County, any and all rights, title and interest, to the materials first created by the Contractor specifically for the County hereunder and required to be delivered to the County by virtue of their description or specification as a deliverable in this Agreement (the "Deliverables"). The Deliverables may also include any data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications (collectively, "Technical Elements") created by the Contractor in connection with its engagement hereunder and provided to the County as a Deliverable. The Contractor retains exclusive ownership right, title and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to all Technical Elements. Accordingly, to the extent that any such Technical Elements are integrated into any Deliverables, the Contractor hereby grants to the County, a perpetual, worldwide, non-exclusive, paid-up license to use such Technical Elements in connection with the Deliverables and copy and modify such Technical Elements as integrated into such Deliverables in accordance with the applicable Statement of Work or Services provided. Notwithstanding the above, Contractor's workpapers shall remain the sole property of the Contractor.

8. 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 practices of the industry in which the Contractor operates. The Contractor shall take 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.

9. **Indemnification: Defense: Cooperation.** (a) Each party shall be solely responsible for and shall indemnify and hold harmless the other party and their respective officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, settlements, losses, costs, damages, and expenses (including, without limitation, attorneys' fees, expert fees, and disbursements) ("Losses"), to the extent directly arising out of the negligence, or willful misconduct of the indemnifying party.

(b) The indemnifying party shall, upon the appropriate demand and at the direction of the Indemnified Parties, promptly and diligently defend, at the indemnifying party'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 indemnifying party is responsible under this Section, and, further to the indemnifying party's indemnification obligations, the indemnifying party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Each Party shall, and shall cause their respective Agents to, cooperate with each other in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) **Infringement Indemnity.** Contractor shall indemnify, defend and hold County harmless from and against any claims, actions or demands alleging that the software delivered to County by Contractor under this Agreement infringes any U.S. patent, copyright or other United States intellectual property right of a third party. In the event of any claim of a third party for infringement by such deliverable under this Agreement, County will immediately notify Contractor in writing, discontinue use, and Contractor must, at its own expense, and at its option: (1) procure for County the right to continue using the alleged infringing deliverable software; or (2) replace such software with a non-infringing counterpart with equivalent functionality; or (3) modify such deliverable so that it is non-infringing; or (4) if none of the foregoing remedies are commercially feasible, terminate the applicable Statement of Work as pertains to the claim of infringement, upon written notice to County and refund to County the amount of the fees paid by County to Contractor for such software. This Section states Contractor's entire liability for infringement.

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

10. **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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than One
Million Dollars ($1,000,000.00) per claim and (iii) compensation insurance for the benefit of the Contractor’s employees ("Workers’ Compensation Insurance"), which insurance is in compliance with the New York State Workers’ Compensation Law.

(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 Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or known actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office 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.

11. Assignment; Amendment; Waiver; Subcontracting. (a) 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.

(b) Pursuant to Contractor's Proposal as modified by its BAFO, the County consents to the Contractor's subcontracting certain services to subcontractor the Accounting Firm of Susan A. Rich, DBA Long Island Financial Management Services ("LIFMS"), with an office located at 3535 Jerusalem Avenue, Wantagh, NY 11793. Contractor shall provide a minimum of 15% (fifteen percent) participation to LIFMS. LIFMS is certified by the New York State Division of Minority and Women’s Business Development as a WBE.

Any subcontractors shall be required to comply with County requirements and security protocols, including completion of County disclosure forms. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor’s subcontractor(s). The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractor(s) as if such acts and omissions were that of Contractor. The Contractor’s obligation to pay its subcontractor(s) is an independent obligation from the County’s obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.
12. **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 County Comptroller or his or her designee, 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 Office of the Nassau County Attorney on the same day that notice is given to the County Comptroller. As a regulated professional services firm, Contractor must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Contractor's professional judgment, prevent it from completing the engagement, Contractor retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

(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.

13. **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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, 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.

14. **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 Office 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.

(c) In no event will any action against Contractor, arising from or relating to this Agreement or the Services provided by Contractor relating to this Agreement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

15. **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County. For Contractor to provide Services effectively and efficiently, County agrees to make available to Contractor, in a timely manner, any personnel, systems, premises, records, or other information as reasonably requested by Contractor to perform the Services. Access to such personnel and information are key elements for Contractor’s successful completion of Services and determination of fees. Such information will be accurate to the best of County’s knowledge.

16. **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.

17. **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) if to the Office, to the attention of Deputy Comptroller Anthony Dalessio, or his successor, at the address specified above for the Office, (ii) 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.
18. 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 following order of priority shall apply, starting with first priority and ending with last priority:

A. Terms and conditions set forth above the signature page of this Agreement;
B. Appendix EE: Equal Employment Opportunities for Minorities and Women; and
   Appendix L: Certificate of Compliance (Nassau County Living Wage Law);
C. Exhibit A: RFP;
D. Exhibit C: Contractor’s Best and Final Offer Letter;
E. Exhibit B: Contractor’s Proposal.

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.

19. 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.

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 Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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 approvals, third party approvals 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.

22. 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.

23. Limitation of Liability. Except for personal injury or death, direct damage to tangible property, the infringement indemnification obligation of the Contractor in Section 9(c) above, or claims directly arising out of the Contractor's gross negligence or willful misconduct, Contractor's liability will not exceed the greater of (i) an amount equal to three times (3Xs) the fees paid by County to Contractor under this Agreement during the six (6) months immediately prior to the event giving rise to liability; (ii) an amount equal to three times (3Xs) the fees paid by County to Contractor under this Agreement for the portion of the work giving rise to liability; or (iii) the sum of Five Hundred Thousand Dollars ($500,000). A payment of such amount is the exclusive remedy for any damages. This limitation of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limitation of liability will survive after the termination of this Agreement.

24. Response to Legal Process. If Contractor is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to County or Contractor's Services, and Contractor is not named as a party in the applicable proceeding, then County will reimburse Contractor for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Contractor incurs in responding to such request.

[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CROWE LLP

By: 

Name: Mark Maraccini

Title: Partner

Date: 3-19-20

NASSAU COUNTY

By: 

Name: 

Title: County Executive

Date: 

PLEASE EXECUTE IN BLUE INK
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 Office Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.
As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.
As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a 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 Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   James L. Powers  
   ________________________________________ (Name)
   3815 River Crossing Parkway, Suite 300, Indianapolis, IN 46240  
   ________________________________________ (Address)
   317.706.2616  
   ________________________________________ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

   If Crowe LLP is awarded the contract, Crowe can meet the living wage requirement for Crowe employees who spend time providing services to the County under the contract.

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, 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 Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   ________________________________________
5. Proposer/Bidder 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.

April 17, 2019

Dated
Signature of Chief Executive Officer

Mark Maracini

Name of Chief Executive Officer
Authorized Representative/Engagement Partner

Sworn to before me this

17th day of April, 2019

Notary Public
September 5, 2018

Ms Susan Rich
Accounting Firm of Susan A Rich DBA Long Island Financial Management Services/LIFMS
3535 Jerusalem Avenue
Wantagh, NY 11793

Dear Ms Susan Rich:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, Accounting Firm of Susan A Rich DBA Long Island Financial Management Services/LIFMS, continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a Women Business Enterprise (WBE). Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,

Raymond Emmanuel
Director of Certification Operations
Ms Susan Rich  
Accounting Firm of Susan A Rich DBA Long Island Financial Management Services/LIFMS  
3535 Jerusalem Avenue  
Wantagh, NY 11793

Accounting Firm of Susan A Rich DBA Long Island Financial Management Services/LIFMS will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

NAICS 541211: CERTIFIED PUBLIC ACCOUNTANTS' (CPAS) OFFICES  
NAICS 541211: OFFICES OF CERTIFIED PUBLIC ACCOUNTANTS  
NAICS 541219: OTHER ACCOUNTING SERVICES  
NAICS 541511: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES  
NAICS 541518: OTHER MANAGEMENT CONSULTING SERVICES  
NIGP 20810: ACCOUNTING/FINANCIAL: BOOKKEEPING, BILLING AND INVOICING, BUDGETING, PAYROLL, TAXES, ETC., MICROCOMPUTER  
NIGP 91821: BUSINESS CONSULTING  
NIGP 91849: FINANCE AND ECONOMICS CONSULTING  
NIGP 94611: ACCOUNTING SERVICES (NOT OTHERWISE CLASSIFIED)  
NIGP 94620: AUDIT SERVICES  
NIGP 94631: CERTIFIED PUBLIC ACCOUNTANT (CPA) SERVICES  
NIGP 94649: FINANCIAL SERVICES (NOT OTHERWISE CLASSIFIED)
August 10, 2016

Dear Nassau County MWBE Certified Vendor,

Thank you for your interest in being certified with Nassau County’s M/WBE Program. To improve, expedite and make the certification process efficient for vendors who has currently M/WBE certified by New York State (Empire State Development), effective May 15th 2016, has become automatically M/WBE certified by The Nassau County Office of Minority Affairs.

Section 4, paragraph 3, of the Nassau County Minority and Women-owned Business Enterprise ("MWBE") Rules states that “The Executive Director [of Nassau County Minority Affairs] may also certify M/WBEs based on existing M/WBE Certification from the State of New York and its certifying entities, and any other governmental entity or public authority that has an M/WBE certification program with standards comparable to that of Nassau County.”

Pursuant to the referenced section, The Office of Minority Affairs determined the standards of New York State Empire State Development are comparable to that of Nassau County. Accordingly, any vendor or business-entity which has been duly certified as an M/WBE by New York State Empire State Development is hereby granted certification under the Nassau County M/WBE Program.

If you should have any questions, please contact the Office of Minority Affairs at 516 572 2240 or via email mwbeinformation@nassaucounty.ny.gov.

Sincerely,
CERTIFICATE OF LIABILITY INSURANCE

3/20/2020

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

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

PRODUCER
HUB International Midwest Limited
55 East Jackson Boulevard
Chicago IL 60604

CONTACT
NAME: CSU Chicago
PHONE: (Inc., No. Ext): 312-622-5000
FAX: (AS, No):
E-MAIL: CSUCHicago@hubinternational.com

INSURED
Crowe LLP
320 East Jefferson Blvd
South Bend IN 46601

INSURER(S) AFFORDING COVERAGE
NAC:
INSURER A: National Fire Insurance of Hartford
INSURER B: Continental Insurance Company of New Jersey
INSURER C: Continental Insurance Company of New Jersey
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 116293406

COVERAGES

COVERAGES

The policy(ies) shown have an effective date of 4/1/2019 and expire 4/1/2020. The limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is included as an additional insured under General Liability, when agreed to in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

County of Nassau
240 Old Country Road
Mnnoa NY 11501

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
One Liberty Plaza,
165 Broadway, Suite 3201
New York, N.Y. 10006

INSURED
Crowe LLP
320 East Jefferson Boulevard
P.O. Box 7
South Bend, IN 46624-0007 USA

INSURER(S) AFFORDING COVERAGE

NANC
Swiss Re International SE and Various Insurers

COVERAGES

CREDENTIAL 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.

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<td>IF yes, describe under DESCRIPTION OF OPERATIONS below</td>
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<td>01-Nov-19</td>
<td>01-Nov-20</td>
<td>Not less than US $1,000,000 any one claim and in all, including costs, charges and expenses.</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
County of Nassau
240 Old Country Road
Mineola, NY 11501

CANCELLATION
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
Aon Risk Services Northeast, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
NIFS ID: CLBU20000001  Department: Budget

Capital:

SERVICE: TRIAD - RISK MANAGEMENT

Contract ID #: CQBU15000007  NIFS Entry Date: 15-JAN-20  Term: from 01-JAN-20 to 31-DEC-21

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<td>1) Mandated Program: N</td>
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<td>Addl. Funds: X</td>
<td>2) Comptroller Approval Form Attached: Y</td>
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<td>Blanket Resolution:</td>
<td>3) CSEA Agmt. § 32 Compliance Attached: N</td>
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<tr>
<td>RES#</td>
<td>4) Vendor Ownership &amp; Mgmt. Disclosure Attached: Y</td>
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<td>5) Insurance Required: Y</td>
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Vendor Info:

Name: TRIAD GROUP LLC  Vendor ID#: [redacted]
Address: 400 Jordan Road  Contact Person: [redacted]
Troy, NY 12180  Phone: [redacted]

Department:

Contact Name: Elizabeth Valerio
Address: 1 West Street
Mineola, NY 11501
Phone: 516-571-5375

Routing Slip

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<td>Insurance Verification: X</td>
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<td>DCEC</td>
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<td>13-FEB-20 -- JCHIARA</td>
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**Contract Summary**

**Purpose:** Provide case management and claims administration for all workers’ compensation claims brought by employees, former employees, volunteers, etc. of Nassau County.

**Method of Procurement:** This is an extension of the existing contract for one additional two year period as provided for in the contract.

**Procurement History:** Vendor was selected from seven submitted proposals. The proposals were scored and ranked and the highest-ranking proposer was selected.

**Description of General Provisions:** Provide claims administration services for Nassau County workers’ compensation cases.

**Impact on Funding / Price Analysis:** The renewal for one additional (2) two-year period is at a cost of $2,412,000. ($1,188,000 in 2020 and $1,224,000 in 2021)

**Change in Contract from Prior Procurement:** There is no change in the contract.

**Recommendation:** (approve as submitted) approve as submitted

---

**Advisement Information**

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<td>TOTAL</td>
<td>$1,188,000.00</td>
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RULES RESOLUTION NO. 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF RISK MANAGEMENT, AND TRIAD GROUP, LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Triad Group, LLC to provide case management and claims administration for workers' compensation claims, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Triad Group, LLC.
NIFA  Nassau County Interim Finance Authority

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

1. Vendor: TRIAD GROUP LLC

2. Dollar amount requiring NIFA approval: $1188000
   
   Amount to be encumbered: $1188000

   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: 01/01/2020-12-31-2021
   Has work or services on this contract commenced? Y

   If yes, please explain: EXISTING CONTRACT

4. Funding Source:

   X General Fund (GEN)
   Capital Improvement Fund (CAP)
   Other

   Grant Fund (GRT)

   Federal % 0
   State % 1188000
   County % 0

   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:

   Provide case management and claims administration for all workers' comp claims brought by employees, former employees, volunteers, etc of Nassau County.

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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
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<tr>
<td>CABU19000002</td>
<td>12-MAR-19</td>
<td>1,350,000.00</td>
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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.

IQURESHEI 21-JAN-20
Authenticated User Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:
I certify that the bonding for this contract has been approved by NIFA.
Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User Date

NIFA

Amount being approved by NIFA: _

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

Authenticated User Date

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

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

NIFA reserves the right to request additional information as needed.
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: TRIAD GROUP, LLC

CONTRACTOR ADDRESS: 185 Jordan Road, Troy, NY 12180

FEDERAL TAX ID #: 13-4091658

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

I. \(\square\) 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]. [number] of sealed bids were received and opened.

II. \(\square\) The contractor was selected pursuant to a Request for Proposals.
The contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date]. [number] proposals were received and evaluated. The evaluation committee consisted of: __________________________________________________________ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 15, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on June 20, 2014. 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 “EF” 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 “EF,” Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. Vendor will not require any sub-contractors.

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

Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county’s “staff summary” form in lieu of a separate memorandum.
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X]  NO [ ]  If yes, to what campaign committee?

1 File(s) uploaded

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

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

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

 Electronically signed and certified at the date and time indicated by:
Victoria Manes [VMANES@TRIADGATE.COM]

Dated: 12/30/2019 01:59:07 PM      Vendor: Triad Group, LLC

Title: President
List of contributors whose name is like TRIAD GROUP% For Transaction Date Range: [01-APR-16 to 31-DEC-19] Contribution is greater than or equal to [$0] And less than or equal to [$500000000000]
Record are sorted by [NAME] Note that Corporation Names, Committee Names, Partnership Names etc. appear in alpha order first followed by Individual Names in alpha order by Last Name.

**Schedule Legend**
- **A** = Monetary Contributions/Individual & Partnerships
- **B** = Monetary Contributions/Corporate
- **C** = Monetary Contributions/All Other
- **D** = In-Kind Contributions
- **G** = Transfers In

**Disclaimer:** The majority of financial disclosure statements filed at the State Board are entered into the database directly from e-mail or diskette filings submitted by committee treasurers or candidates. The information contained in paper filings is entered into the database exactly as it appears on the forms. Because database searches retrieve information exactly the way it is reported, search results may be inaccurate and/or incomplete.

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<td>2018 January Periodic</td>
<td>C</td>
<td>State Senator</td>
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<td>NA</td>
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<td>C</td>
<td>2018</td>
<td>July</td>
<td>Member of Assembly</td>
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<td>July</td>
<td>Mayor</td>
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<td>July</td>
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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: Victoria Manes
   Date of birth: ___________________________
   Home address: ___________________________
   Country: US
   Business Address: 400 Jordan Road
   City: Troy
   State/Province/Territory: NY
   Zip/Postal Code: 12180
   Country: US
   Telephone: 5184641047
   Other present address(es): Triad Group - Syracuse 6390 Fly Road
   City: East Syracuse
   State/Province/Territory: NY
   Zip/Postal Code: 13057
   Country: US
   Telephone: ___________________________
   List of other addresses and telephone numbers attached

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<th>City</th>
<th>State/Province/Territory</th>
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2. Positions held in submitting business and starting date of each (check all applicable)
   President: 01/01/2000
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] 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 [x] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [x] NO [ ] If Yes, provide details.
   Martor LLC - 50%
   Manes & Manes - 100%
   Icon Cost Recovery - 10%

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.
d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES  [ ] NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES  [ ] NO  X  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
   YES  [ ] NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES  [ ] NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES  [ ] NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES  [ ] NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES  [ ] NO  X  If yes, provide an explanation of the circumstances and corrective action
f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.
I, [Victoria Manes], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Triad Group, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Victoria Manes [VMANES@TRIADGATE.COM]

President

Title

12/23/2019 08:05:31 AM

Date
**Business History Form**

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

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

**NOTE:** All questions require a response, even if response is "none" or "not-applicable." No blanks. (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

**Date:** 12/30/2019

1) **Proposer's Legal Name:** Triad Group, LLC

2) **Address of Place of Business:** 400 Jordan Road
   - City: Troy
   - State/Province/Territory: NY
   - Zip/Postal Code: 12180

3) **Address:** 185 Jordan Road
   - City: Troy
   - State/Province/Territory: NY
   - Zip/Postal Code: 12180

4) **Mailing Address (if different):**
   - City: ____________________________
   - State/Province/Territory: ________  
   - Zip/Postal Code: ____________

5) **City:** Troy
   - State/Province/Territory: NY
   - Zip/Postal Code: 12180

6) **Phone:**

7) **Does the business own or rent its facilities?** Rent ___________ If other, please provide details: __________

8) **Dun and Bradstreet number:** 16-871-8453

9) **Federal I.D. Number:** 13-4091658

10) **The proposer is a:** Other (Describe) Single Member LLC

11) **Does this business share office space, staff, or equipment expenses with any other business?**
   - YES [X] NO ________ If yes, please provide details:
   - MarTor Case Management, 400 Jordan Road, Troy, NY 12180
   - Manes & Manes, 400 Jordan Road, Troy, NY 12180
   - Icon Cost Recovery.
8) Does this business control one or more other businesses?  
YES  X  NO  ___  If yes, please provide details:  
Triad Brokerage Services owned and controlled by Triad Group

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES  X  NO  ___  If yes, please provide details:  
Oracle Management Services, Inc.

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  X  If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?  
YES   ___  NO  X  If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business?  
YES   ___  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES   ___  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES   ___  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

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

---

17 Conflict of Interest:
a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(l) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

[ ] No conflict exists. We would not accept a contract or assignment or employ anyone that would create a conflict.
(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.

We would decline any client or vendor that could potentially create a conflict. But in the event a conflict arose, we would inform Nassau County of any conflict and be guided by their wishes as to how to resolve.

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.

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

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

i) Date of formation;

11/30/1999

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

Victoria Manes, President (100% owner of Triad Group, LLC)
317 Cocksboro Road
Troy, NY 12182

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

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

Victoria Manes, President (100% owner of Triad Group, LLC)
317 Cocksboro Road
Troy, NY 12182

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY
v) The number of employees in the firm: 84

vi) Annual revenue of firm: 

vii) Summary of relevant accomplishments
     See attached.

1 File(s) Uploaded:

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

4 File(s) Uploaded:

B. Indicate number of years in business.
   20

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

1 File(s) Uploaded:

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.

<table>
<thead>
<tr>
<th>Company</th>
<th>City of Albany</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Rachel McEneny, Budget Director</td>
</tr>
<tr>
<td>Address</td>
<td>24 Eagle Street, Room 301</td>
</tr>
<tr>
<td>City</td>
<td>Albany</td>
</tr>
<tr>
<td>Country</td>
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</tr>
<tr>
<td>Telephone</td>
<td>(518) 434-5525</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:mceneny@albanyny.gov">mceneny@albanyny.gov</a></td>
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<tr>
<th>Company</th>
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</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Ann Marie Berg, Commissioner of Finance</td>
</tr>
<tr>
<td>Address</td>
<td>148 Martine Avenue</td>
</tr>
<tr>
<td>City</td>
<td>White Plains</td>
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<tr>
<td>Telephone</td>
<td>(914) 995-2761</td>
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<tr>
<td>E-Mail Address</td>
<td><a href="mailto:aberg@westchestergov.com">aberg@westchestergov.com</a></td>
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<td>Contact Person</td>
<td>Dixie Perkins, Insurance Manager</td>
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<tr>
<td>Address</td>
<td>338 N. Main Street</td>
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<tr>
<td>City</td>
<td>Warsaw</td>
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</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:dperkins@wyomingco.net">dperkins@wyomingco.net</a></td>
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<tr>
<td>Company</td>
<td>St. Lawrence County</td>
</tr>
<tr>
<td>------------------</td>
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</tr>
<tr>
<td>Contact</td>
<td>Stephen D. Button, Esq</td>
</tr>
<tr>
<td>Person</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>48 Court Street</td>
</tr>
<tr>
<td>City</td>
<td>Canton</td>
</tr>
<tr>
<td>Country</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>(315) 379-2269</td>
</tr>
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<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:sbutton@stlawco.org">sbutton@stlawco.org</a></td>
</tr>
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Rev. 3-2016
I, Victoria Manes, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Name of submitting business: Triad Group, LLC

Electronically signed and certified at the date and time indicated by:
Victoria Manes [VMANES@TRIADGATE.COM]

President
Title

01/03/2020 01:49:21 PM
Date
STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES

TRIAD GROUP LLC

TRIAD GROUP LLC
400 JORDAN ROAD
TROY, NY 12180

LICENSE NUMBER: IA-920712
IS LICENSED AS AN INDEPENDENT ADJUSTER FOR
Motor Vehicle
No-Fault &
Workers Comp
Health Service
Charges

BY AND THROUGH THE SUBLICENSEES LISTED BELOW

EFFECTIVE DATE: January 01, 2019
EXPIRATION DATE: December 31, 2020
UNLESS SOONER CANCELLED, SUSPENDED OR REVOKED

In Witness Whereof,
I have caused my official seal to
be affixed at the city of Albany

Linda A. Lacewell
Acting Superintendent

**SUBLICENSEES ARE CONTINUED ON THE NEXT PAGE**
STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES

LICENSE NUMBER: IA-920712
EXPIRATION DATE: December 31, 2020

TRIAD GROUP LLC

TRIAD GROUP LLC
400 JORDAN ROAD
TROY, NY 12180

SUBLICENSEE(S) CONTINUED

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<tr>
<th>LINE KEY</th>
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<tr>
<td>1</td>
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<td>Inland Marine</td>
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<td>General</td>
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<td>Auto Damage &amp; Theft Appraisals</td>
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<td>10</td>
<td>Motor Vehicle No-Fault &amp; Workers</td>
</tr>
<tr>
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<td>Federal Multi-Peril Crop</td>
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</table>

SUBLICENSEE(S)

| FINCH, GRETCHEN | 10 | MAKARECHIAN, AZAR | 10 |
NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS
ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)
pursuant to New York State Executive Law, Article 15-A to:

Triad Group LLC

Certification Awarded on: May 31, 2016
Expiration Date: May 31, 2019
File ID#: 48590

NEW YORK STATE OPPORTUNITY
Division of Minority and Women's Business Development
A Division of Empire State Development
NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)
pursuant to New York State Executive Law, Article 15-A to:

Oracle Management Services, Inc.

Certification Awarded on: December 18, 2015
Expiration Date: December 18, 2018
File ID#: 54033

NEW YORK STATE OF OPPORTUNITY
Division of Minority and Women's Business Development
A Division of Empire State Development
January 24, 2018

Victoria Manes
Triad Group, LLC
400 Jordan Road
Troy, NY 12180

Re: License No. 1094
   Triad Group, LLC

Dear Ms. Manes:

This correspondence is to inform you that at the New York State Workers' Compensation Board (Board) meeting held on January 23, 2018, the Board voted to grant the above-referenced renewal application. The license is granted for the period beginning January 1, 2018 and ending December 31, 2019, and is effective immediately.

If you have any questions or require additional information regarding your license, do not hesitate to contact me at (518) 486-7208 or licensing@wcb.ny.gov.

Sincerely,

Elizabeth A. Lott
Office of General Counsel
Licensing Division
1. Name of the Entity: Triad Group

Address: 400 Jordan Road

City: Troy State: NY Zip Code: 12180

2. Entity’s Vendor Identification Number: 13-4091658

3. Type of Business: Ltd. Liability Co (specify)

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

   First Name: Victoria
   Last Name: Manes
   MI: Suffix: 
   Address: 400 Jordan Road
   City: Troy State: NY Zip Code: 12180
   Position: President

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

   If none, explain.

   Victoria Manes, 100% owner via Sub S Corp Oracle Management Services, Inc.
   Manes & Manes Law Firm, 100% owned by Victoria Manes
   Triad Brokerage Services, 100% owned by Triad Group
   MarTor Case Management, 50% owned by Victoria Manes
   Icon Cost Recovery, 10% owned by Victoria Manes

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

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

   Triad was under contract with Park Strategies, a registered lobbyist, until December 31, 2019. They did not participate in the bid process.

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
None. Triad was under contract with Park Strategies, a registered lobbyist, until December 31, 2019. They did not participate in the bid process.

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Victoria Manes [VMANES@TRIADGATE.COM]

Dated: 01/02/2020 04:22:57 PM
Title: President
The term *lobbying shall mean any attempt to influence*: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.
AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this “Amendment”) dated as of the date (the “Effective Date”) that this Amendment is executed by Nassau County, 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 Risk Management, having its principal office at 1 West Street, Mineola, New York 11501 (the “Department”), and (ii) Triad Group, LLC, a New York State LLC, having its principal office at Rensselaer Tech Park, 400 Jordan Road, Troy, New York 12180 (the “Contractor”).

WITNESSETH:

WHEREAS, pursuant to County contract number CQBU15000007 between the County and the Contractor, executed on behalf of the County on May 19, 2016 (the “Original Agreement”), the Contractor provides case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, and other such similarly situated claiming individuals of the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the “Services”); and

WHEREAS, the term of the Original Agreement is from January 1, 2016 until December 31, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for one (1) additional two (2) year period (the “Original Term”); and

WHEREAS, the County desires to exercise the available renewal option and amend the Compliance with Law Section of the Original Agreement.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the “Amended Agreement”), shall be December 31, 2021, subject to earlier termination as provided for under the Amended Agreement.

2. Compliance with Law. Section 7 of the Original Agreement with the heading “Compliance with Law” is hereby amended to add the following subsections:

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

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

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.

TRIAD GROUP, LLC
By: [Signature]
Name: [Name]
Title: President
Date: [Date]

NASSAU COUNTY
By: [Signature]
Name: [Name]
Title: County Executive
[ ] Deputy County Executive
Date: [Date]

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK
COUNTY OF NASSAU

On the 14th day of December in the year 2019 before me personally came
Victoria Menezes to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau; that he or she is the
President of Triad Group LLC, the corporation described
herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MATHEW T. KELLER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES 09/17/2020
NO. 021E6269120

STATE OF NEW YORK
COUNTY OF NASSAU

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

NOTARY PUBLIC
CERTIFICATE OF LIABILITY INSURANCE

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 INSURING 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
Russell Bond & Co. Inc
295 Main Street
Suite 600
Buffalo
NY 14203

CONTACT
NAME: NAIC
PHONE: 25011
FAX: 19879
EMAIL: 82250773

INSURED
Oracle Management Services Inc; Triad Group LLC
400 Jordan Road
Troy
NY 12180

COVERAGES CERTIFICATE NUMBER: NAIC # REVISE 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 IS 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.

INSURER(S) AFFORDING COVERAGE
INSURER A: Wesco Insurance Company
INSURER B: Security National Insurance Company
INSURER C: Underwriters at Lloyds
INSURER D: Executive Risk Indemnity
INSURER F: 

A
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
X OCCUR

POLICY NUMBER: WPP154398402
POLICY EFFECTIVE DATE: 03/29/2019
POLICY EXPIRY DATE: 03/29/2020
LIMITS:
EACH OCCURRENCE: $1,000,000
Damage to rented premises (Excess of $1,000,000): $100,000
Med exp (Any one person): $5,000
Personal & AD injury: $1,000,000
General aggregate: $2,000,000
Products-Compo agg: $2,000,000

AUTO LIABILITY
ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTO
NON-OWNED AUTOS

POLICY NUMBER: SMB165312801
POLICY EFFECTIVE DATE: 03/29/2019
POLICY EXPIRY DATE: 03/29/2020
AGGREGATE: $5,000,000

B
UMBRELLA LIABILITY
CLAIMS-MADE

POLICY NUMBER: 1116187
POLICY EFFECTIVE DATE: 02/16/2019
POLICY EXPIRY DATE: 02/16/2020

C
Privacy & Security Liability

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

See Additional Remarks Schedule Acord 101

CERTIFICATE HOLDER
Nassau County
One West Street
Mineola
NY 11501

CANCELLATION

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

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**ADDITIONAL REMARKS SCHEDULE**

<table>
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<td>Russell Bond &amp; Co. Inc.</td>
<td>Oracle Management Services Inc; Triad Group LLC</td>
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<tr>
<td>CARRIER</td>
<td>Troy, NY, 12180</td>
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<td>SEE CERTIFICATE</td>
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<tr>
<td>NAIC CODE</td>
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**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD Form, Form Number: 25, Form Title: Certificate of Liability Insurance.

**Cyber Coverage**

- $1,000,000 Maximum Policy Aggregate Limit of Liability
- $1,000,000/$1,000,000 Multimedia Liability
- $1,000,000/$1,000,000 Security and Privacy Liability
- $1,000,000/$1,000,000 Privacy Regulatory Defense and Penalties
- $1,000,000/$1,000,000 PCI DSS Liability
- $50,000/$50,000 TCPA Defense
- $1,000,000/$1,000,000 Breach Event Costs
- $25,000/$25,000 Post Breach Remediation Costs
- $1,000,000/$1,000,000 BrandGuard
- $1,000,000/$1,000,000 System Failure
- $1,000,000/$1,000,000 Dependent System Failure
- $1,000,000/$1,000,000 Cyber Extortion
- $250,000/$250,000 Cyber Crime
- $50,000/$50,000 Reward Expenses
- $25,000/$25,000 Court Attendance Costs
- $1,000,000 in the Aggregate Additional Defense Costs Limit (does not apply to TCPA Defense)

**Errors and Omissions Coverage**

- $5,000,000 Each Claim
- $5,000,000 In the Aggregate
**Contract Details**

NIFS ID #: CABU18000002  
NIFS Entry Date: 01/08/2018  
Term: from 1/1/18 to 12/31/18

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<th>Blanket Resolution</th>
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1) Mandated Program: Yes X No □
2) Comptroller Approval Form Attached: Yes No X
3) CSEA Agmt. § 32 Compliance Attached: Yes □ No X
4) Vendor Ownership & Mgmt. Disclosure Attached: Yes □ No X
5) Insurance Required: Yes X No □

**Agency Information**

**Name**: Triad Group, Inc.  
**Vendor ID**: 134091658  
**Address**: 283 Commaek Road, Suite 303, Commack, NY 11725  
**Contact Person**: Victoria Marcs  
**Phone**: 800-337-7419

**County Department**

**Department Contact**: Irfan Qureshi  
**Address**: 1 West Street 5th Fl., Mineola, New York 11501  
**Phone**: 516-571-0462

---

**Routing Slip**

| Department | NIFS Entry (Dept) | NIFS Approval (Dept. Head) | OMB | NIFS Approval | County Attorney | CA RE&I Verification | County Attorney | CA Approval as to form | Legislative Affairs | POW’d Original K to CA | Rules □/Leg. □ | County Attorney | NIFS Approval | County Comptroller | NIFS Approval | County Executive | Notification | Filed with Clerk of the Leg. |
|------------|-------------------|-----------------------------|-----|---------------|------------------|--------------------|------------------|-----------------------|------------------|------------------------|----------------|----------------|----------------|-----------------|----------------|----------------|----------------|----------------|----------------|
|            |                   |                             | Yes | No □          |                  |                    |                  |                       |                   |                        |                |                  | Yes □ | No □          |               |                |               |                        |
Description: Third party administrator for workers' compensation services for FY 2018.

Purpose: The purpose of this contract is to add funds to the contract for FY 2018.

Method of Procurement: Competitive bid.

Procurement History: After discussions with the companies, Triad was selected due to their expertise and lower cost. Triad has been providing this service for over 5 years.

Description of General Provisions: Provide daily claim management of workers' compensation claims.

Impact on Funding / Price Analysis: 2018 Adopted Budget is $1,379,559.

Change in Contract from Prior Procurement: No change.

Recommendation: Approved as submitted.

Advisement Information

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<tr>
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Document Prepared By: Irfan Qurashi

Date: 01/08/2018

I certify that this document was accepted into NIFS.

Name

Date

I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.

Name

Date

(For Office Use Only)

E #:
Contract Details

NIFS ID #: CQB01500007  NIFS Entry Date: 2/11/15  Term: 1/1/2015 – 12/31/2019

New [X] Renewal [ ]
Amendment [ ]
Time Extension [ ]
Addl. Funds [ ]
Blanket Resolution [ ]
RES# [ ]

1) Mandated Program: [ ] Yes [ ] No
2) Comptroller Approval Form Attached: [ ] Yes [ ] No
3) CSEA Agreement § 32 Compliance Attached: [ ] Yes [ ] No
4) Vendor Ownership & Mgmt. Disclosure Attached: [ ] Yes [ ] No
5) Insurance Required [ ] Yes [ ] No

Agency Information

Vendor

Name: Triad Group, LLC
Address: 1BS Jordan Road
Tracy, NY 12180

Vendor ID#: 134901588-91
Contact Person: Victoria Massa
Phone: 800-337-7419

County Department

Department Contact: Roseanne D’Alleva
Address: 1 West Street, Mastic, NY
Phone: (516) 571-0525

Routing Slip

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<td>2/11/15</td>
<td>[Signature]</td>
<td>[ ] Yes [ ] No</td>
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PR5254 (1-06)
Purpose:

Provide case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, etc. of Nassau County.

Method of Procurement:

Competitive bid.

Procurement History:

Vendor was selected from seven submitted proposals. The proposals were scored and ranked and the highest-ranking proposer was selected.

Description of General Provisions:

Provide claims administration services for Nassau County's workers' compensation cases.

Impact on Funding/Price Analysis:

Contract is for the 5-year period of 1/1/2015 – 12/31/2019 at a cost of $5,736,000 (plus an estimated $50,000 per year to cover the fee associated with medical recoveries) for the entire 5-year period, and can be renewed for one additional (2) two-year period at a cost of $2,412,000.

Change in Contract from Prior Procurement:

Recommendation (approve as submitted)

Advisement Information

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Document Prepared By: [Signature]

Date: [Signature]

NFFS Certification:
I certify that this document was accepted into NFFS.
Name: [Signature]
Date: [Signature]

Controller Certification:
I certify that an unencumbered balance sufficient to cover the contract is present in the fund to be charged.
Name: [Signature]
Date: 3/17/15

County Executive Approval
Name: [Signature]
Date: [Signature]

E #: [Signature]
RULES RESOLUTION NO. 57 – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF RISK MANAGEMENT, AND TRIAD GROUP, LLC

Passed by the Rules Committee
Nassau County Legislature
By Vote Vote on 3.30.15
Voting:
ayes: 7, aye: 7, abstained: 0, recused: 0
Legislators present: 11

WHEREAS, the County has negotiated a personal services agreement with Triad Group, LLC to provide case management and claims administration for workers' compensation claims, 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 Triad Group, LLC.
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF RISK MANAGEMENT, AND TRIAD GROUP, LLC

WHEREAS, the County has negotiated a personal services agreement with Triad Group, LLC to provide case management and claims administration for workers' compensation claims, 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 Triad Group, LLC.
OWNERSHIP DISCLOSURE TRIAD GROUP LLC

Triad Group LLC is a New York LLC owned as follows

60% Oracle Management Services, a subchapter S New York Corporation that is
100% owned by Victoria E Manes. Oracle Management Services legal
address is 185 Jordan Rd Troy NY 12180

36% owned by Kottler Capital LLC, a Delaware LLC owned 100% by Mark
Kottler Kottler Capital’s legal address is
5701 Swaying Palm Lane
Boynton Beach, FL 33437

4% owned by Richard Napolitano, an individual, whose legal address is
103 Samantha Circle
West Hampton, NY 11977

I am the sole officer of Triad Group LLC. Neither Mr. Kottler nor Mr. Napolitano
take any part in the operations of Triad Group LLC

[Signature]

VICTORIA E. MANES
PRESIDENT TRIAD GROUP LLC
Sworn to before me this 1st day of February

[Signature]

Notary Public

MARGARET C LILL
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 01116232018
My Commission Expires Dec. 13, 2018
CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Risk Management, having its principal office at 1 West Street, Mineola, New York 11501 and (ii) Triad Group, LLC, a New York State LLC, having its principal office at Rensselaer Tech Park, 185 Jordan Road, Troy, New York 12180 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) "Claim" shall mean a workers' compensation claim.

(b) "Indemnity Claim" shall mean a reported incident, which causes loss of time beyond the employee's normal work shift or is likely to result in a loss of function of a body part or cause a facial disfigurement or any Claim requiring a C-2 filing or any Claim which is controverted or any Claim which is indexed by the Workers' Compensation Board.

(c) "Medical Only Claim" shall mean a reported incident which does not cause loss of time beyond an employee's normal work shift, and/or require more than two (2) medical treatments.

(d) "Incident Only" shall mean a Claim on which no payment is made and is reported for record purposes only.

(e) Allocated Loss Expense "ALAE" (expenses charged to file as invoiced by vendor (no load or additional fee added by Triad) shall mean all Court costs and expenses including, but not limited to (i) service of process; (ii) fees to attorneys for the institution or prosecution of any subrogation recovery or contribution action; (iii) fees to attorneys and licensed representatives for services in connection with any Workers' Compensation proceedings or Workers' Compensation Appeal Board actions or as awarded by the Workers' Compensation Board; (iv) fees to physicians, surgeons, laboratories, clinics and hospitals for examination or treatment of employees; (v) the cost of surveillance; (vi) the cost of employing experts for the purpose of appraisals, survey, map preparation, diagrams, chemical or physical analysis or the solicitation of expert advice or opinions in involved chemical, physical or legal questions; (vii) the cost of copies of transcripts from proceedings and depositions; (viii) the cost of court reporters or any permissible method of recording a deposition or proceeding and other similar costs (ix) the cost of copying of hospital and medical records (x) the cost of Independent Medical Exams (xi) the cost of DRG audits, (xii) the cost of Medicare Set Aside agreements regarding Section 32 settlements, (xiii) any costs necessitated by
compliance with any changes in statutory or regulatory language or requirements or industry changes applicable to self-insured employers. All appointments referenced in (iii), (iv), (v), (vii), (viii) and (xi) all appointments shall be made by the Contractor from a list of individuals and firms pre-approved by the Department.

(f) Tail Claim shall mean any Claim with a loss date before May 15, 2009 and that was reported on or before May 31, 2009.

2. Term. This Agreement shall commence on January 1, 2015 and terminate on December 31, 2019, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for one (1) additional two (2) year periods.

3. Services. The services to be provided by the Contractor under this Agreement shall consist of case management and claims administration for all workers' compensation claims brought by employees, former employees, volunteers, and other such similarly situated claiming individuals of Nassau County, and as more fully described in the attached Exhibit A (the "Services").

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services provided during each year of this Agreement shall not exceed the amounts set forth and payable in accordance with the fee schedule attached as Exhibit B. Except as specifically provided in Exhibit B, all fees are inclusive of all costs, expenses and disbursement incurred by the Contractor in performing the Services hereunder.

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

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

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

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

5. 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).

6. **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.

7. **Compliance with Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's 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 to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) **Protected Information.** The Contractor acknowledges and agrees that all Worker's
Compensation claims and other personal or medical information that the Contractor acquires in connection with the performance and administration of this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), (iii) in accordance with the law, or (iv) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

8. **Ownership of Patents, Trademarks and Copyrights: Infringement.** (a) Upon execution of this Agreement, any reports, documents, data, photographs and/or other material produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format related to such items, shall become the exclusive property of the County.

(b) Any reports, documents, data, photographs and/or materials produced pursuant to this Agreement (“Copyrightable Materials”) shall be considered “works-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Section 101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “works-made-for-hire”, the Contractor hereby irrevocably transfers, assigns and conveys to the County, free and clear of any liens, claims or other encumbrances, exclusive copyright ownership in and to the Copyrightable Materials. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall not be used by the Contractor for any purpose without the prior written permission of the County.

(c) The Contractor shall indemnify and hold harmless the County and all of its Officer, employees and agents (“Indemnified Parties”) against any and all liabilities, losses, costs, expenses (including reasonable attorney’s fees and disbursements) and damages (“Losses”) arising out of or in connection with any claim for infringement by the Contractor of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphs, charts, methodologies, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold harmless the Indemnified Parties regardless of whether or not the infringement arises out of compliance with the scope of Services or work.

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

9. **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.

10. **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.

11. 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
($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii)
if contracting in whole or part to provide professional services, one or more policies for professional
liability insurance, which policy(ies) shall have a minimum single limit liability of not less than
Three Million Dollars ($3,000,000.00) per claim and Three Million Dollars ($3,000,000.00) in the
aggregate (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.

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to 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 CBO") 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.

14. 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
15. **Limitations on Actions and Special Proceedings against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) **Notice.** At least thirty (30) days prior to seeking relief 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.

16. **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 or 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.

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

18. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name 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.
19. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

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

21. **Administrative Service Charge.** 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.

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

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

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

23. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

TRIAD GROUP, LLC

By: Victoria Z. Mann

Name: Victoria Z. Mann

Title: President

Date: 2/10/15

NASSAU COUNTY

By: Charles Ribando

Name: Charles Ribando

Title: County Executive
Deputy County Executive

Date: 5/10/15

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK)                                      \n\nCOUNTY OF NASSAU)                                      \n\nOn the 10th day of February in the year 2015 before me personally came \nVictoria B. Ramos to me personally known, who, being by me duly sworn, did \ndepose and say that he or she resides in the County of Rensselaer; that he or she is the \nPresident of Tried Group LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Margaret C. Lill
NOTARY PUBLIC

MARGARET C. LILL
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 0116232618
My Commission Expires Dec. 13, 2018

STATE OF NEW YORK)                                      \n\nCOUNTY OF NASSAU)                                      \n\nOn the 14th day of May in the year 2015 before me personally came \nCharles F. Santos to me personally known, who, being by me duly sworn, did \ndepose and say that he or she resides in the County of Nassau; that he or she is the \nCounty 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.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6269029  
Qualified in Nassau County  
Commission Expires April 02, 2016
EXHIBIT A

1. General
   a. Provide claims administration services for workers’ compensation cases.
   b. Maintain file and records for all claim files, including adjuster claim notes.
   c. Maintain records necessary for the defense of the claims at Workers’ Compensation Board hearings.
   d. Aggressively pursue relief from the Special Funds (i.e. WCL §§15-8, 25-A, 14-6, etc.) and identify and conduct the subrogation activities and pursue third party liens.
   e. Provide claim loss and management reports on a regular basis, as further described in Section 5 “Reporting Requirement” described below.

2. Claim Services
   a. Examine and review all claims that are submitted, create a file for each claim, and contact all claimants.
   b. Determine the quality of the claim, whether the claim is compensable, and advise the County of Contractor’s determination.
   c. Set the appropriate reserves or estimated value for each case and provide process used.
   d. Assign medical case management when necessary.
   e. Make sure all compensable claims for medical services and for medications meet, or fall below, authorized Workers’ Compensation Law fee and treatment schedules.
   f. Appropriate medical personnel must review claimants’ treatment plans to ensure that the plans are related to the claimed injury/illness and authorized as per the current Medical Treatment Guidelines.
   g. Review all prescription medications claimed by the claimant to make sure that prescriptions paid by the County are related to the claimed injury/illness and charges for all treatments and medications are in accordance with the appropriate fee schedules. Reject or modify all bills where warranted.
   h. Prepare and file all required forms with the New York State Workers’ Compensation Board, and all forms relating to other local, state, or federal requirements, including, but not limited to, HIPAA and the Health Care Reform Act of 2000 (HCRA).
   i. Regularly contact and maintain communications with and otherwise support the County’s counsel at Workers’ Compensation Board hearings.
   j. Prepare the litigation files for the defense of the claim at Workers’ Compensation Board hearings.
   k. Schedule Independent Medical Exams, when necessary.
   l. Provide monthly and other regular and ad hoc reports as requested by the County’s Risk Management Unit, the County Attorney’s office, the Nassau County Comptroller’s office and the Nassau County Treasurer’s office.
m. Assist the County with budgetary projections on the cost of the Workers’ Compensation program.

n. Provide access to and coordinate the implementation, where required to do so, of a Preferred Provider Organization (PPO) Network certified in New York City, Rockland, Westchester, Nassau, and Suffolk Counties. Bidders must describe in detail how this will be accomplished on a mandatory and non-mandatory basis.

o. Provide recommendations to the County, including, where appropriate, financial and actuarial analyses for lump-sum settlements of workers’ compensation cases.

p. Process lump-sum settlement checks to the claimant and the claimant’s attorney(s) (as directed by the Workers Compensation Board) through the regular Workers Compensation Indemnity payment process.

q. Provide the County a plan for the review of cases to determine where a lump-sum settlement of an individual case would be in the best interests of the County.

r. Provide a plan for the review of all existing cases in or to design a comprehensive plan for lump-sum settlements in appropriate cases.

3. **Claims Management System**

   a. Permit secure online access to the Contractor’s Claim Management System by designated County representatives for claim file review, case research, case financials, ad hoc reporting, and specified monthly reports.

   b. Provide secure access for the County’s investigative units for the purpose of conducting investigations, inputting commentary and reviewing case histories.

   c. Provide various levels of authorized access.

   d. Meet all security requirements established by the County Comptroller’s office, IT department, Office of Risk Management, and County Attorney’s office.

   e. Provide scheduled monthly export file or download of specified data elements of all files to the County’s Risk Management Information System.

   f. Accept on-line claims.

   g. Provide standard worker’s compensation forms on the Contractor’s web page.

   h. Maintain case note documentation that is current, accurate and accessible to designated County users and provide the ability for designated County users to input case notes.

   i. Track and report medical expenses and savings by claim and aggregate totals. Comply with New York State and Nassau County medical fee schedules and treatment guidelines.

   j. Track and manage Tail claims.

   k. Track and manage all claims that are medical only, medical and lost time, and those cases with no medical expenses or lost time (“Incident Reports only”)

   l. In order to ensure consistency of data between the Contractor’s system(s) and the County’s system(s), the Contractor will store the County’s department coding, employee name and responsibility center codes and provide the ability to filter and sort reports based on these elements. The Contractor will accept regularly scheduled updates of these and other designated data elements from the County.

4. **Investigative Services**
a. Conduct investigations on all claims to determine their validity.
b. Determine if additional investigations such as surveillance are necessary and assign that surveillance. The Contractor shall draft and implement a plan regarding the triggers it will employ to determine when investigative services are warranted.

5. **Reporting Requirements**

All reports shall be current, accurate, and provided on a timely basis. The Department will provide a list of required regularly scheduled weekly and monthly reports. Reports that will be required include, without limitation, the following:

- Closed Claims
- Claims Pending
- New Claims Reported
- Reopened Claims
- Paid Loss Report
- Case Reserves
- Cause of Loss
- Expense Reports
- Day of Loss Report
- Claims by type
- E-Forms
- E-Case (County Attorney Legal Application)
- Payment Reports
- Medical Check Runs
- Indemnity Check Runs
- Partial Permanent Disability Check Runs
- Financial Register by County Department
- OSHA/PESH Reports
- Safety Analysis Reports
- Claims by County Department/Agency
- Individuals with Multiple Claims

Reports must be provided in Microsoft Excel file format as well as PDF file format. Monthly defined reports and Performance Measurement reports will be provided on or before the 10th of each month. In addition, the Contractor shall provide access to its system and train designated County employees to create specific ad hoc reports through a user friendly interface. These reports may be requested at any time depending on the need of different levels of County government.

6. **Miscellaneous**

a. The Contractor shall provide training for County employees who are granted
access to its system. Training should include, but not be limited to, inquiries, notes, documentation, report generation, and diary maintenance.

b. The Contractor shall provide procedure and process training to County employees as needed (e.g., changes to New York State Workers’ Compensation Laws and/or regulations).

c. The Contractor shall adapt its services to comply with present and future County forms including, but not limited to, claim vouchers and supplemental vouchers.

d. The Contractor shall be responsible for all costs associated with the transfer of all claims information and documentation from the County’s system to its own claims system.

e. The Contractor shall maintain closed files for a period of six (6) years or longer if required by law.

7. Staffing

The Contractor shall provide the following staffing requirements:

a. The Contractor shall engage the services of an attorney as in-house counsel. The attorney must have at least ten (10) years’ experience in representing self-insured municipal employers in New York State.

b. Contractor’s operational hours must minimally match the Nassau County core working hours of 9:00 am - 4:45 pm (Eastern time zone), Monday through Friday.

c. The Contractor shall provide full time licensed adjusters dedicated to the Nassau County account. The adjusters must have a minimum of seven (7) years’ experience in workers’ compensation claims for large municipal employers in New York State.

d. The Contractor shall have at least one (1) nurse on staff that is familiar with catastrophic injury cases. The nurse must have at least five (5) years’ experience in consulting on “job related” injury claims of uniformed services (i.e. Police, corrections, Fire Commission, etc.)

e. The Contractor shall have hearing preparation staff to represent or otherwise assist Nassau County at Workers’ Compensation Board hearings.

8. Other Services To Be Provided

The Contractor shall work with the Department and the County Attorney’s office on the following additional services:

a. Subrogation recoveries.

b. New York State assessments.

c. Interface with the New York State Workers’ Compensation Board and the New York State Insurance Department.

d. Provide designated Nassau County staff with training seminars on any changes to New York State Workers’ Compensation laws, regulations, and policies.

e. The Contractor shall participate in daily, weekly, monthly and ad hoc meetings. The Contractor’s participants must be familiar with the related departments,
claims, and reports being discussed at any such meeting.
f. The Contractor shall meet monthly with Nassau County’s assigned defense
counsel to discuss cases appearing before the Workers’ Compensation Board.
g. The Contractor shall meet quarterly with the Department to discuss reports and
track actual workers’ compensation expense performance to the Nassau County
workers’ compensation budget.
h. The Contractor shall participate in monthly on-site meetings with selected
departments.
i. The Contractor shall bear responsibility for issuance of late payments and
penalties caused by its error and or mis-scheduling.
j. The Contractor shall be responsible for all postage expenses related to all of the
Services provided.
k. The Contractor shall actively participate with Nassau County in undertaking Risk
Management related workers’ compensation projects.
l. The Contractor shall work with the Department in developing the County’s
annual workers’ compensation budget.
m. Provide access to industrial hygiene services.

The Contractor shall also demonstrate expertise in the following areas:

- Liability claims
- HIPAA requirements
- Third party settlements
- Excess loss recoveries
- Family Medical Leave Act (FMLA)
- American Disabilities Act (ADA)
- Health Care Reform Act (HCRA)
- Municipal account experience
- Labor and union contracts as they relate to general municipal law especially as it
  pertains to 207c
- Disability criteria
- Fraud awareness programs
- Nurse case management
- Retirement/Disability
- Managed care
- Light duty assignments
- Subrogation lien enforcement
- Partial permanent disability settlements
- Section 32 lump sum settlements
- Negotiation of claim settlement amounts

9. Other

a. The Department, Comptroller’s Department, and County Attorney’s Office, with
full cooperation of the Contractor, may:
i. Perform periodic audits of Contractor’s records, processes, and procedures which may include:
   1. Interviews with Contractor’s staff.
   2. Review of procedural documentation.
   3. Assurance that the Contractor is adhering to all documented policies and procedures.
   4. Random claim record reviews
   5. Claims fiduciary liability objectives

ii. Review performance targets and continuous process improvement initiatives

b. Cooperation and coordination with County legislation and New York State Workers’ Compensation requirements

c. The Contractor shall respond to County’s e-mails and voice mails within twenty-four (24) business hours of receipt
### EXHIBIT B

Flat Fee Pricing for Claims Administration and Management:

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<tr>
<th>Year</th>
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<tr>
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The above Flat fee(s) shall include all services for all claim types inclusive of, but not limited to:

- New Claims Management (Lost Time, Medical Only, and Incident Only)
- Tail Claims Management
- Catastrophic Case Management
- Medical Bill Review
- Nurse Case Management
- Medical Treatment Guidelines Variance Request (MG2)Denials
- HCRA Reporting
- Medicare Secondary Reporting
- Medical Treatment Guideline Responses
- OSHA logs
- Outreaches and Training
- 15-8 indemnity reimbursement requests
- 25-A reimbursement requests
- 3rd party lien negotiation
- Ad hoc and standard reports
- Meetings as described in this Agreement and/or as requested by the County
Optional Services:

1. Loss transfer applications: 20% of Recovery
2. 15-8 medical reimbursement requests: 20% of Recovery
3. Lump sum settlement negotiations: $1,000.00 per each completed settlement

Additional Services required as a result of a change in law: In the event there is a change in law that requires the Contractor to perform additional services related to the Services performed under this Agreement, the Contractor and the County will negotiate in good faith to negotiate necessary rate adjustments.
Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.
As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notice 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:

   [Name]

   [Address]

   [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 [ ] has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   ________________________________
   ________________________________
   ________________________________

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

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

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

[Signature]
Signature of Chief Executive Officer

[Name]
Name of Chief Executive Officer

2/10/15  
Dated

[Signature]
Notary Public

MARGARET C. LILL  
Notary Public, State of New York  
Qualified in Rensselaer County  
Reg. No. 01LI19232618  
My Commission Expires Dec. 13, 2018
Contractor Evaluation Form

Contract Number: CQBU15000007

Contract Name: Triad Group, LLC

Service Provided: Management of Workers’ Compensation claims

Evaluation Period: From: 1/1/2015 To: 11/30/2019

Evaluator’s Name, Title, Phone #: Steven Munzing, Program Coordinator, (516) 571-0799

Date: December 9, 2019

Please evaluate the contractor’s performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

<table>
<thead>
<tr>
<th>PERFORMANCE EVALUATION FACTORS</th>
<th>Unsatisfactory 1</th>
<th>Poor 2</th>
<th>Fair 3</th>
<th>Good 4</th>
<th>Excellent 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>b. Timeliness of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>c. Cost Effectiveness</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>d. Responsiveness to Requests</td>
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<td>X</td>
</tr>
<tr>
<td>e. Number of Complaints</td>
<td></td>
<td></td>
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<td></td>
<td>X</td>
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<tr>
<td>f. Problem Resolution</td>
<td></td>
<td></td>
<td></td>
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<td>X</td>
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<tr>
<td>Overall Performance Evaluation</td>
<td></td>
<td></td>
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Do you recommend the contractor for future contracts?  Yes
Definition of Quantitative Scale

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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<tbody>
<tr>
<td>Unsatisfactory</td>
<td>Performance is not effective.</td>
</tr>
<tr>
<td>Poor</td>
<td>Performance is marginally effective.</td>
</tr>
<tr>
<td>Fair</td>
<td>Performance is somewhat effective.</td>
</tr>
<tr>
<td>Good</td>
<td>Performance is consistently effective.</td>
</tr>
<tr>
<td>Excellent</td>
<td>Performance exceeds expectations.</td>
</tr>
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</table>

Definition of Rating Factors

**Quality of Service.** This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and staff?

**Timeliness of Performance.** This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

**Cost Effectiveness**

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

**Responsiveness to Requests**

- Are the vendor’s communications clear and effective?
- Is the vendor positively responsive to requests?
- Is the vendor positively responsive to special requests?

**Number of Complaints**

- Have a large number of complaints concerning service delivery been received from:
  - Staff?
  - Other Nassau County departments?
  - Customers served?

**Problem Resolution.**

- Is the vendor able to positively address and resolve problems?
- Is the vendor proactive in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to staff?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?
NIFS ID: CQBU20000002  Department: Budget

Capital:

SERVICE: INDIGENT LEGAL SERVICES - MYC

Contract ID #: CQBU20000002  NIFS Entry Date: 06-DEC-19  Term: from 01-JAN-20 to 31-DEC-24

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<tr>
<td>Addl. Funds:</td>
</tr>
<tr>
<td>Blanket Resolution:</td>
</tr>
<tr>
<td>RES#</td>
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| 1) Mandated Program: | Y |
| 2) Comptroller Approval Form Attached: | Y |
| 3) CSEA Agmt. § 32 Compliance Attached: | N |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Y |
| 5) Insurance Required | Y |

| Vendor Info: |
| Name: NASSAU COUNTY BAR ASSOCIATION |
| Vendor: [Redacted] |
| Address: 15TH AND WEST STREETS |
| Contact Person: [Redacted] |
| MINEOLA, NY 11501 |
| Phone: [Redacted] |

| Department: |
| Contact Name: ELIZABETH VALERIO |
| Address: 1 WEST STREET |
| MINEOLA, NY 11501 |
| Phone: 516-571-5735 |

Routing Slip

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<tr>
<th>Department</th>
<th>NIFS Entry: X</th>
<th>06-DEC-19 -- EVALERIO</th>
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<tbody>
<tr>
<td>Department</td>
<td>NIFS Approval: X</td>
<td>06-DEC-19 -- IQURESHI</td>
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<tr>
<td>DPW</td>
<td>Capital Fund Approved:</td>
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<td>OMB</td>
<td>NIFA Approval: X</td>
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<td>OMB</td>
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<td>06-DEC-19 -- EVALERIO</td>
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<td>County Atty.</td>
<td>Insurance Verification: X</td>
<td>06-DEC-19 -- NSARANDIS</td>
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<td>County Atty.</td>
<td>Approval to Form: X</td>
<td>06-DEC-19 -- DGREGWARE</td>
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<td>CPO</td>
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<td>10-DEC-19 -- KOHAGENCE</td>
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<td>11-DEC-19 -- JCHIARA</td>
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<td>Approval: X</td>
<td>15-JAN-20 -- RORLANDO</td>
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<td>25-MAR-20 -- JSCHANTZ</td>
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<tr>
<td>NIFA</td>
<td>NIFA Approval:</td>
<td></td>
</tr>
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</table>

### Contract Summary

**Purpose:** To comply with Section 722 of the County Law which requires the County to contract with the local bar association for the provision of assigned counsel to indigent criminal defendants and certain civil litigants.

**Method of Procurement:** Sole source

**Procurement History:** The County has been providing counsel to the indigent through the local bar association for many years.

**Description of General Provisions:** Pursuant to County Law, the County is mandated to provide legal representation to criminal defendants and civil litigants in certain Family Court and Surrogate Court proceedings. Legal representation is provided through the Legal Aid Society and through a panel of private attorneys screened by the Nassau County Bar Association. Panel attorneys are paid in accordance with a fee schedule established by the State. This contract will fund the administration of the program by the Bar Association and the cost associated with attorneys and expert witnesses. The funds encumbered reflect the administration costs only and not the total contract amount. The term of this contract is 1/1/20 through 12/31/24 with a max amount of $2,266,920.00

**Impact on Funding / Price Analysis:** The 2020 NIFA Approved Budget for the bar association administrative expenses is $453,384.00

**Change in Contract from Prior Procurement:** no change

**Recommendation:** (approve as submitted) Approve as Submitted

### Advisement Information

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<th>FUNDING SOURCE</th>
<th>AMOUNT</th>
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<td>$453,384.00</td>
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**RENEWAL**

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<tr>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Decrease</td>
</tr>
</tbody>
</table>
NIFA  Nassau County Interim Finance Authority

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

1. Vendor: NASSAU COUNTY BAR ASSOCIATION

2. Dollar amount requiring NIFA approval: $2266920

   Amount to be encumbered: $453384

   This is a New

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

3. Contract Term: 01/01/2020-12/31/2024
   Has work or services on this contract commenced? N

   If yes, please explain:

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:

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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
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<tbody>
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<td>18-APR-19</td>
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<td>Contract ID</td>
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<td>CABU19000003</td>
<td>15-MAY-29</td>
<td>192,731.00</td>
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</table>
AUTHORIZATION

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

IQURESHI 06-DEC-19
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.
RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND THE NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Bar Association Assigned Counsel Defender Plan, Inc. in relation to the provision of legal services to the indigent, 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 the Nassau County Bar Association Assigned Counsel Defender Plan, Inc.
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: Nassau County Bar Association- Assigned Counsel Defender

CONTRACTOR ADDRESS 15th and West Streets Mineola, NY 11501

FEDERAL TAX ID #: 11-2146992

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

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

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

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

(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. □ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on [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 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.

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. 01/18
Certificate of No Change Form

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

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

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

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

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

Name of Submitting Entity: Nassau County Bar Association Assigned Counsel Defender Plan, Inc.

Vendor’s Address: 15th And West Streets Mineola NY US 11501

Vendor’s EIN or TIN: 112184392

Forms Submitted:

Political Campaign Contribution Disclosure Form:
10/22/2019 02:58:20 PM

Lobbyist Registration and Disclosure Form:
10/18/2019 02:47:16 PM

Business History Form certified:
10/18/2019 03:05:40 PM

Consultant’s, Contractor's, and Vendor’s Disclosure Form:
10/18/2019 02:48:05 PM
Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

<table>
<thead>
<tr>
<th>Principal Name</th>
<th>Date Certified</th>
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<tbody>
<tr>
<td>Robert M. Nigro</td>
<td>10/19/2019 02:43:00 PM</td>
</tr>
</tbody>
</table>

I, ____________________________, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

'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."

Robert M. Nigro
Name

Administrator
Title

Nassau County bar Association Assigned Counsel Defender Plan, Inc.
Name of Submitting Entity

12/06/2019 11:12:00 AM
Date
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

1 File(s) uploaded

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 committee(s) identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

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

Robert M. Nigro [NCACDP@NASSAU18B.ORG]

Dated: 10/22/2019 02:59:20 PM

Vendor: Nassau County Bar Association
Title: Counsel Defender Plan, Inc.

Administrator
Addendum to the Political Campaign Disclosure Form

The Nassau County Bar Association Assigned Counsel Defender Plan, Inc. has not made any contributions to any political campaigns before or since 4/1/16.

No Officer or Employee of the Corporation has made any contributions, either on behalf of, or for the benefit of the Corporation. Nor has any one requested any contribution, or exerted any pressure or offered any inducements to obtain any contribution by or on behalf of the Corporation.

The President of the Corporation has authorized the Administrator to act as Chief Executive Officer for the purpose of signing this disclosure form.

Robert M. Nigro
Administrator
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 M. Nicro
   Date of birth: ____________________________
   Home address: ____________________________
   City: __________________ State/Province/Terr.: ______ Zip/Postal: ______ Country: ______
   Business Address: 15th and West Streets
   City: minerala State/Province/Terr.: NY Zip/Postal: 11709 Country: US
   Telephone: 516-747-8448
   Other present address(es): None
   City: __________________ State/Province/Terr.: Zip/Postal: Country: ______
   Telephone: ____________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President __________
   Chairman of Board __________
   Chief Exec. Officer __________ 01/01/2011
   Chief Financial Officer ________
   Vice President __________
   (Other) __________
   Treasurer __________
   Shareholder __________
   Secretary __________
   Partner __________

3. Do you have an equity interest in the business submitting the questionnaire? YES □ NO X □ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES □ NO X □ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES □ NO X □ If Yes, provide details.

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

Page 1 of 5

Rev. 3-2016
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [X] NO [ ] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9. a. Is there any felony charge pending against you?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

b. Is there any misdemeanor charge pending against you?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

c. Is there any administrative charge pending against you?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
    YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

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

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

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

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

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

YES [ ] NO [X] X. If yes, provide an explanation of the circumstances and corrective action taken.
I, [Robert M. Nigro], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION
A MATERIALY 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.

Nassau County Bar Association Assigned Counsel
Defender Plan, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert M. Nigro [NCACDP@NASSAU188.ORG]

Administrator
Title

10/19/2019 02:43:00 PM
Date
Business History Form

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

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

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

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

Date: 10/15/2019

1) Proposer's Legal Name: Nassau County Bar Association Assigned Counsel Defender Plan, Inc.

2) Address of Place of Business: 15th And West Streets

   City: Mineola  State: NY  Zip Code: 11501

3) Mailing Address (if different): None

   City:  State:  Zip Code: 

   Phone: 

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

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 112164392

6) The proposer is a: Corporation (Describe) 

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

   YES [X]  NO [ ]  If yes, please provide details:

   The Proposer rents office space in a building owned by the Nassau County Bar Association, Inc.

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

   YES [ ]  NO [X]  If yes, please provide details:

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

   YES [X]  NO [ ]  If yes, please provide details:

   The Proposer has the same persons as President, Vice President, Treasurer, Secretary, and Board of Directors as the Nassau County Bar Association, Inc.
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 ✗ X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

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

YES ☐ NO ✗ X If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

YES ☐ NO ✗ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual’s position at or relationship to an affiliated business.

YES ☐ NO ✗ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

a) Any felony charge pending?

YES ☐ NO ✗ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ✗ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ✗ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

16) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

---

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

---

17  Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

In the event a potential conflict of interest arises, between this corporation and the County of Nassau, the Administrator will notify the County of the potential conflict, and request that the County determine if an actual conflict exists.

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.

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

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

i) Date of formation:

05/22/1992

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

None

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

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

No officers and directors from this company have been attached.

1 File(s) Uploaded

iv) State of incorporation (if applicable):

NY

v) The number of employees in the firm:

6

vi) Annual revenue of firm:

0

vii) Summary of relevant accomplishments

1 File(s) Uploaded

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

B. Indicate number of years in business.

53

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity

Page 4 of 6

Rev. 3-2018
and reliability to perform these services.

None

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.

<table>
<thead>
<tr>
<th>Company</th>
<th>The Legal Aid Society of Nassau County</th>
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<tbody>
<tr>
<td>Contact Person</td>
<td>N. Scott Banks, Esq.</td>
</tr>
<tr>
<td>Address</td>
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<th>Company</th>
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<tr>
<td>Contact Person</td>
<td>Jeffrey A. Seigel, Esq.</td>
</tr>
<tr>
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Name of submitting business: Nassau County Bar Association Assigned Counsel Dewfendor Plan, Inc.

Electronically signed and certified at the date and time indicated by:
Robert M. Nigro [NCACDP@NASSAU13B.ORG]

Administrator
Title

10/18/2019 03:35:40 PM
Date
**NASSAU COUNTY BAR ASSOCIATION**
**2019-2020**
**BOARD OF DIRECTORS**

**OFFICERS**
- Richard D. Collins
  President
- Loren R. Glover
  President-Elect
- Gregory S. Lisi
  Vice President
- Rosalia Balamonte
  Treasurer
- Sanford Strange
  Secretary
- Elena Mababoy
  Immediate Past
  President

**ELECTED DIRECTORS**
- Mary Ann Aiello
  2020
- Hon. Maxine S. Broderick
  2021
- Michael Cardillo, III
  2022
- Rudolph Carmenaty
  2022
- Jayson J.R. Choi
  2021
- Chris J. Coschignano
  2020—fulfilling Mary P.
  Giordano's term
- Steven V. Dalton
  2021

*Not Officers of the Assigned Counsel Defender Plan, Inc. (ACOP)*
<table>
<thead>
<tr>
<th>Name</th>
<th>Year</th>
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<tbody>
<tr>
<td>Lisa R. Schoenfeld</td>
<td>2022</td>
</tr>
<tr>
<td>Ira S. Slavit</td>
<td>2020</td>
</tr>
<tr>
<td>Adam E. Small</td>
<td>2022</td>
</tr>
<tr>
<td>Danielle M. Visvader</td>
<td>2022</td>
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**PAST PRESIDENT DIRECTORS**

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<tr>
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<tbody>
<tr>
<td>Hon. Lance D. Clarke</td>
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<tr>
<td>Hon. John R. Dunne</td>
</tr>
<tr>
<td>Emily F. Franchina</td>
</tr>
<tr>
<td>Marc C. Gann</td>
</tr>
<tr>
<td>Stephen J. Gassman</td>
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<td>Hon. Frank A. Gulotta, Jr.</td>
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<td>Hon. Susan T. Kluewer</td>
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<td>Martha Kisel</td>
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Susen Katz Richman

Edward T. Robinson III

Joseph W. Ryan, Jr.

William M. Savino

Andrew J. Simon

Owen B. Walsh

Hon. Frank E. Yavinelli

Arlene Zelayet

**NASSAU ACADEMY OF LAW DEAN**

James L. Beloff

**NEW LAWYERS COMMITTEE CHAIR**

Steven V. Dalton

Glenn R. Jersey III

(Co-Chair)

**APPOINTED NYSBA DELEGATES**

Marilyn K. Carone

*Not an Officer, or Director of the Assigned Counsel Defender Plan, Inc.*
NASSAU COUNTY BAR ASSOCIATION
ASSIGNED COUNSEL DEFENDER PLAN, INC.

HISTORY

Article 18B of the New York State County Law was approved on July 16, 1965 and required that individual counties throughout the State provide counsel, investigative services, expert services and other services to indigent persons accused of crimes.

Section 722 of Article 18B provided counties with several alternative methods of fulfilling this requirement. Two of those methods were (1) for the County to provide counsel and other services pursuant to a contract with a “private legal aid bureau or society” and (2) pursuant to “a plan of a (local) bar association”. These are the two methods chosen by Nassau County.

Pursuant to this choice, on January 24, 1966, by Resolution No. 60-1966, the Nassau County Board of Supervisors authorized the County Executive to enter into a contract with the Nassau County Bar Association for “the maintenance of an office of Administrator to provide legal representation in certain criminal matters”.

On May 22, 1992 the Assigned Counsel Defender Plan was formally incorporated as the “Nassau County Bar Association Assigned Counsel Defender Plan, Inc.”.

The Assigned Counsel Defender Plan is now entering its 33rd year of providing access to legal representation to certain indigent defendants charged with crime in Nassau County and certain persons appearing in Family Court. The program was previously administered through the Nassau County Commissioner of Accounts. It is presently administered through the Nassau County Attorney’s Office.

The Office of the Assigned Counsel Defender Plan consists of the Administrator, 3 full time personnel and 1 part time clerk. Together, these personnel are responsible for the administration of all aspects of the work of approximately 250 private attorneys who comprise the panel, as well as over 200 experts of all types.

That administration includes providing representation in all Village Justice Courts, the City Courts of Glen Cove and Long Beach, Nassau County District Court, Nassau County County Court, Nassau County Family Court, Nassau County Surrogate’s Court, the New York State Appellate Term, The New York State Appellate Division, and the New York State Court of Appeals; reviewing qualifications of private attorneys who seek panel membership; arranging continuing legal education classes to assure continuing quality representation; reviewing and investigating complaints by members of the public concerning alleged attorney misfeasance; dealing with the judiciary to handle ongoing individual cases; monitoring the assignments of panelists to individual court parts, (Arraignment A, Arraignment B, Part 9, Part 10, Part 11 and Part 12, Family Court, and Parole) on a daily basis to assure fairness; and reviewing the approximately 7,000 vouchers submitted by panelists each year, for accuracy and compliance with the rules established by this office, and by Nassau County.

More recently, the Administration includes working with a number of grants provided to Nassau County by New York State intended to improve the operation and effectiveness of 18B services.
COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity:  Nassau County Bar Association Assigned Counsel Defender Plan, Inc.

Address:  15th and West Streets

City:  Mineola  State:  NY  Zip Code:  11501

2. Entity's Vendor Identification Number:  11-2164392

3. Type of Business:  Other (specify)  A Not-For-Profit Corporation

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

1 File(s) uploaded

No principals have been attached to this form.

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

If none, explain:

None

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

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

While the Proposer has the same persons as President, Vice President, Treasurer, Secretary, and Board of Directors as the Nassau County Bar Association, Inc., that Corporation takes no part in the performance of any contract with Nassau County.

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

Are there lobbyists involved in this matter?

YES  NO  X

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

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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

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

Electronically signed and certified at the date and time indicated by:
Robert M. Nigro [NCACDP@NASSAU13B.ORG]

Dated: 10/18/2019 02:46:05 PM
Title: Administrator
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.
# NASSAU COUNTY BAR ASSOCIATION
## 2019-2020
### BOARD OF DIRECTORS

<table>
<thead>
<tr>
<th>OFFICERS</th>
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<tbody>
<tr>
<td>Richard D. Collins</td>
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<tr>
<td>President</td>
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<tr>
<td>Dominic T. Slater</td>
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<tr>
<td>President-Elect</td>
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<td>Gregory S. Listi</td>
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<td>Vice President</td>
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<td>Rosalia Balamonte</td>
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<td>Treasurer</td>
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<td>Sanford Strenger</td>
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<td>Secretary</td>
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### ELECTED DIRECTORS

<table>
<thead>
<tr>
<th>Name</th>
<th>Year</th>
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<tr>
<td>Mary Ann Aiello</td>
<td>2020</td>
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<tr>
<td>Hon. Maxine S. Broderick</td>
<td>2021</td>
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<tr>
<td>Michael Cardello, III</td>
<td>2022</td>
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<td>Rudolph Carmenaty</td>
<td>2022</td>
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<tr>
<td>Jayson J.R. Choi</td>
<td>2021</td>
</tr>
<tr>
<td>Chris J. Ceschinano</td>
<td>2020-fulfilling Mary P. Giordano's term</td>
</tr>
<tr>
<td>Steven V. Dalton</td>
<td>2021</td>
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*Not Officers of the Assigned Counsel Defender Plan, Inc. (ACDP)*
<table>
<thead>
<tr>
<th>Name</th>
<th>Year</th>
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<tbody>
<tr>
<td>Lisa R. Schoenfeld</td>
<td>2022</td>
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<td>Ira S. Slavit</td>
<td>2020</td>
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<td>Adam E. Small</td>
<td>2022</td>
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<td>Danielle M. Visvader</td>
<td>2022</td>
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**PAST PRESIDENT DIRECTORS**

- Hon. Lance D. Clarke
- Hon. John R. Dunne
- Emily F. Franchina
- Marc C. Gann
- Stephen J. Gassman
- Frank Giorgio, Jr.
- Douglas J. Good
- Hon. Frank A. Gulotta, Jr.
- Hon. Susan J. Kluewer
- Máthia Krieel
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<td>Steven G. Leventhal</td>
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<td>A. Thomas Levin</td>
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<td>Harold A. Mahony</td>
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<td>Kenneth L. Marten</td>
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<td>Christopher T. McGrath</td>
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<td>M. Kathryn Meng</td>
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<td>Grace D. Moran</td>
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<td>Michael J. Ostrow</td>
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<td>Marian C. Rice</td>
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<td>Steven G. Leventhal</td>
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<td>Kevin P. Mulry</td>
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<td>Elizabeth D. Pessala</td>
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<td>Ira S. Slavitt</td>
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ALTERNATE DELEGATES TO NYSBA

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<tr>
<th>Name</th>
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<tr>
<td>Christie R. Jacobsen</td>
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As of 8/7/19

* NOT MEMBERS OF THE BOARD OR DIRECTORS OF THE ASSIGNED COUNSEL DEFENDER PLAN, INC.*
INSURANCE BINDERS
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONveys NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE APPLIED FOR 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 the additional insured, the policyholder must make additional insured provisions or be endorsed. If endorsement is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER
ASSOCIATES PARTNERS EAST LLC
100 BAYLIE RD STE 200
MELVILLE, NY 11747
(631) 887-9388

ISSUER
NASSAU COUNTY BAR ASSOCIATION
ASSIGNED COUNSEL DEFENDER PLAN INC.
107 W. 57 ST.
MINNEOLA, NY 11501

COVERAGE

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 is issued or may pertain, the insurance applied for 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.

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DESCRIPTION OF OPERATIONS/LOCATIONS/Vehicles (AGORD 411. Additional Xref see below, may be attached if more spaces (required))

AS ADDITIONAL INSURED, LIABILITY: CERTIFICATE Holder is ADDITIONAL INSURED AS PER CO. 031 - ADDITIONAL INSURED - DESIGNATED PERSON/ORGANIZATION.

CANCELLATION

NASSAU COUNTY
EXECUTIVE BUILDING - 1 WEST STREET
MINNEOLA, NY 11501

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

AGORD 25 (2016/08)
The ACORD mark and logo are registered marks of ACORD.
SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date (the “Effective Date”) that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as the “County”), acting for and on behalf of the Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the “Department”), and (ii) Nassau County Bar Association Assigned Counsel Defender Plan, Inc., a corporation duly organized under the laws of the State of New York, having its principal office at 15th and West Streets, Mineola, New York 11501 (hereinafter referred to as “ACDP” or “Contractor”).

WITNESSETH:

WHEREAS, the County wishes to improve the quality of indigent legal services provided by the ACDP pursuant to Article 18-B of the County Law;

WHEREAS, the County has applied for and is eligible to receive funding (“Aid”) from the New York State Office of Indigent Legal Services (“ILS”) pursuant to a multi-year grant agreement identified as Second Counsel at First Appearance, Contract Number CAFA227, for the period January 1, 2017 to December 31, 2019 (the “Grant Agreement”) to assist the County in improving the quality of indigent legal services (the “Project”);

WHEREAS, in order to facilitate distribution of the Aid, the County has agreed to act as signatory on the Grant Agreement between the County and ILS so that the County and the ACDP may improve the quality of indigent legal services in accordance with all terms and conditions contained in this Agreement and the Grant Agreement. A true and correct copy of the Grant Agreement is annexed hereto as Exhibit B;

WHEREAS, the amounts paid to the County by ILS pursuant to the Grant Agreement are to be used to supplement and not supplant any local funding expended by the County for the provision of counsel, expert, investigative and other services pursuant to Article 18-B of the County Law;

WHEREAS, the County and the ACDP shall enter into a separate annual agreement, subject to necessary approvals, pursuant to which (i) the ACDP shall furnish legal services of private counsel to be retained and coordinated by an administrator for the purpose of providing legal assistance and representation to the indigent in accordance with Article 18-B of the County Law (the separate annual agreement shall be referred to as the “Articles 18-B Contract”), and (ii) the County shall provide the funding necessary for the ACDP to provide such services.
ARTICLE 18-B AGREEMENT

THIS ARTICLE 18-B AGREEMENT (together with any appendices or exhibits attached hereto, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as "County"), acting for and on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and the NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC., a Not-For-Profit corporation duly organized under the laws of the State of New York, having its principal office at 15th and West Streets, Mineola, New York 11501 (hereinafter referred to as "ACDP" or "Contractor").

WITNESSETH:

WHEREAS, Article 18-B of the County Law, as amended, makes it mandatory for the County to provide legal assistance and representation to indigent persons charged with crime committed within the County; and

WHEREAS, Section 722 of Article 18-B of the County Law provides alternative methods whereby counties may provide such legal assistance with representation to indigent persons charged with crime or who are litigants in certain Family Court or Surrogate's Court Proceedings; and

WHEREAS, the County has chosen to comply with Section 722, Sub-Paragraph 4 of the said County Law by providing legal assistance and representation to the indigent by combining use of services furnished by the Legal Aid Society of Nassau County, New York, and that furnished by the ACDP through a plan, pursuant to Subsection 3 of Section 722 of Article 18-B of the County Law and which is attached hereto as Exhibit A (hereinafter "Plan") whereby the services of private counsel are rotated and coordinated by an administrator (hereinafter "Administrator"); and
WHEREAS, the County shall appropriate funds in order to provide legal assistance and representation to indigent persons charged with crime or who are entitled to counsel pursuant to Section 262 or 1120 of the Family Court Act, Article 6-c of the Correction Law, Section 407 of the Surrogate's Court Procedure Act, or Article 10 of the Mental Hygiene Law; and

WHEREAS, the County contracts with the Legal Aid Society of Nassau County, New York for representation of the indigent in all felony and misdemeanor matters in certain Nassau County Courts, as well as for other miscellaneous criminal proceedings and appeals; and

WHEREAS, the ACDP represents and warrants that it has received and operates under approval of the State administrator; and

WHEREAS, the ACDP is operating a Plan whereby the services of private counsel will be rotated and coordinated by an Administrator; and

WHEREAS, the County now desires to contract with the ACDP to provide legal services of private counsel as rotated and coordinated by an Administrator in accordance with the Plan.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Term.** This Agreement shall commence on January 1, 2020, and terminate on December 31, 2024. Each contract year shall commence on January 1 and terminate on December 31 ("Contract Year"), unless sooner terminated in accordance with the terms of this Agreement.

2. **Services.** The ACDP shall maintain an office of Administrator in order to carry out the purpose of the Plan. The ACDP shall furnish qualified personnel, together with the required office space and equipment in order to carry out the Plan, and further agrees as follows:
(a) The Administrator shall be appointed by the Appellate Division of the Supreme Court of the State of New York, Second Department, upon nomination of the Board of Directors of the ACDP (hereinafter "Board"), and shall be subject to removal for cause. The Administrator shall be a resident of the County of Nassau, an attorney in good standing, admitted to practice in the State of New York for a period of at least seven (7) years and with experience in the field of criminal law. The Administrator shall not engage in the practice of law or in other activities deemed inconsistent with such position during the term of office.

(b) The Administrator's salary and all administrative expenses, including salaries of any assistant and/or clerical personnel, shall be an expense of and paid for by ACDP, subject to receiving sufficient funding and grants from the County and New York State, as set forth in the budget (hereinafter "Budget") attached hereto as Exhibit B.

(c) The Administrator shall prepare panels of trial attorneys, and appellate attorneys for the various courts within the scope of the services provided under this Agreement. The Administrator shall screen all applicants for said panels and shall first determine that they meet the written requirements for admission to the various panels before permitting them to serve on any such panel. A copy of said written requirements is annexed hereto and marked Exhibit C.

3. Jurisdiction of the ACDP. The jurisdiction of ACDP shall be limited as follows:

(a) Provision of legal assistance and representation (from the time of initial court appearances) for indigents charged with crime in all District Courts within Nassau County, all Village Justice Courts and in the City Courts of Glen Cove and Long Beach. In addition, the Administrator shall provide counsel whenever any Court having jurisdiction shall determine that the Nassau County Legal Aid Society is unable to furnish counsel because of conflict of interests or any other reason. In such case, the assignment of counsel, so provided, shall be made by the Court.

(b) Provision of legal assistance to indigent persons charged with crime or who are entitled to counsel pursuant to Section 262 or 1120 of the Family Court Act, Article 6-c of the Correction Law, Section 407 of the Surrogate's Court Procedure Act or Article 10 of the Mental Hygiene Law.

3
(c) Assignment of counsel in those circumstances set forth in Section 35 of the Judiciary Law, including the furnishing of counsel to persons to be committed or transferred to a state institution when such person is alleged to be mentally ill, mentally defective, or a narcotic addict. County and ACDP agree that expenses for this additional service shall be paid out of funds of the Office of the State Administrator of the Judicial Conference ("Judicial Conference") and not out of the funds provided for by County.

(d) Representation on all matters pertaining to and set forth in Article 9 of the Mental Hygiene Law of the State of New York. The expense for this additional service shall not be a County charge and responsibility but shall be paid out of the funds of the Office of the State Administrator of the Judicial Conference.

(e) Review, approval, and submission of daily certified claim vouchers completed by attorney's appointed by the court to represent indigents in accordance with Section 81.10 of the New York State Mental Hygiene Law and the holding of the New York State Court of Appeals in the Matter of St. Luke's-Roosevelt Hosp. Ctr. (Marie H.—City of New York) 89 N.Y.2d 889 (1996). Compensation to appointed attorney's shall be determined by the court; provided, however, ACDP shall only submit attorney claim vouchers to the County that are in accordance with the compensation and reimbursement requirements, including the maximum compensation and rate limitations, provided in Article 18-b of the County Law and this Agreement.

(f) Co-Counsel. In the interests of the continuation of development of able and experienced trial counsel, the ACDP shall establish a "Co-Counsel" panel. Any attorney not otherwise listed on a trial panel may be registered to this panel upon application. The members of the "Co-Counsel" panel shall be available for appointment to assist the attorney of record at no greater cost to the County.

(g) Law Students. The ACDP may invite third year law school students to participate in the program and to apply for placement upon an appropriate list to be prepared and administered by the ACDP to assist the attorneys certified on the panel lists, whenever such assistance shall be requested. In no event shall a law school student render legal services, nor shall such law school students be paid.
(h) **Service Enlistment.** In order to permit all members of the Bar of the County of Nassau to render services in their capacity as officers of the Court, and in keeping with the high tradition of the legal profession, ACDP shall, in addition to recruiting the services of Nassau County Bar Association members, endeavor to enlist the services of all members of the Bar, whether or not members of the Nassau County Bar Association, who are residents of, and/or have an office in, the County of Nassau and are qualified to render service pursuant to Article 18-B of the County Law and the Plan.

(i) **Establishment of Indigence.** The screening of persons of indigence is handled by the Judges in the various courts. The Administrator shall seek to have all such persons questioned under oath in an effort to ensure that only those who are without sufficient financial means to retain private counsel are deemed eligible for representation by the ACDP’s 18B Panelists.

4. **Budget.**

(a) The Board shall appoint support personnel to assist the Administrator in administering this Agreement. Such personnel shall be under the supervision, direction and control of the Administrator who shall report to the Board. The compensation and additional expenses, if any, to be paid to such personnel shall be fixed by the Board and paid in accordance with the Budget and from such other funds, if any, as may be provided by sources other than the County.

(b) The ACDP shall submit to the County for approval a proposed budget for the ensuing Contract Year prior to June 15th of any year during which this Agreement is in effect.

(c) The County and ACDP acknowledge that the budget process pursuant to which the County approves funding for the services to be provided by the ACDP under this Agreement is subject to time constraints outside the control of the parties, and that as of the date of this Agreement the future need and demand for legal services to the indigent during this period of time cannot be stated with certainty. Accordingly, the amount set forth below for attorney compensation and expenses in Section 6 is an estimate of the amount of funding
required to meet the demands for services during the one-year period covered by this Agreement. Therefore, it is acknowledged by both parties that the amount of funding set forth in Section 6 of this Agreement is subject to supplemental funding requests based upon demonstrated need as the actual demand for services is identified during the term of this Agreement and to the extent such funding by the County is required by law or otherwise agreed to by the parties. The County and ACDP shall work together in good faith to provide the services described herein and the necessary funding for the delivery of such services. The approval of such additional funding is subject to all required County or other governmental approvals.

5. Payment. (a) Amount of Consideration. For the first Contract Year (the period January 1, 2020 to December 31, 2020, the "First Contract Year"), the County shall pay the ACDP as full consideration for all administrative services rendered under this Agreement the sum of Four Hundred Fifty-three Thousand Three Hundred Eighty-four and 00/100 Dollars ($453,384.00) (hereinafter "First Contract Year Maximum Amount") which shall be payable in accordance with the budget attached hereto as Exhibit B. The consideration for all administrative services rendered for the ensuing Contract Years of this Agreement shall be determined on an annual basis and shall be in accordance with the amount allocated to the ACDP's budget under the County's adopted budget and approved by the Department and the Board.

(b) Advance Payments. The first payment for each Contract Year shall be payable in advance at Fifty percent (50%) of the amount authorized for administrative services for the Contract Year upon final execution of this Agreement, encumbrance of funds, and subject to Voucher Review, Approval and Audit as described under Section 5(c) of this Agreement. Subsequent monthly installments after the first payment for each Contract Year shall be paid on a reimbursement basis.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the ACDP in arrears, except as provided in Section 5(b) of this Agreement, and shall be contingent upon (i) the ACDP submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided, or to be provided with respect to any advance payments, and the payment requested as consideration for such services, (b) certifies that the services rendered, or to be rendered with respect to any advance payments, and the payment requested are in accordance with this Agreement, and (c) is...
accompanied by documentation satisfactory to the County supporting the amount claimed, and
(ii) review, approval and audit of the Voucher by the Department and/or the Comptroller or his
or her duly designated representative.

(d) **Timing of Payment Claims.** The ACDP 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 ACDP 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 ACDP 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 ACDP received notice that the County did not desire to receive such
services.

(g) **Partial Encumbrance.** The ACDP acknowledges that the County will partially
encumber funds to be applied toward the maximum amount authorized under this Agreement
throughout the term of this Agreement. The ACDP further acknowledges that there shall be no
initial encumbrance under this Agreement. Thereafter, the Department will notify the ACDP of
the availability of monies, which notice shall include the amount encumbered. Such notification
shall serve as notice to proceed. Any advances payable under this Agreement are subject to an
encumbrance of funds as described herein.

6. **Funding for the 18-F Panel.** (a) The County shall provide the sum of Seven
Million One Hundred Ninety-five Thousand Six Hundred Five and 00/100 Dollars
($7,195,605.00) for the compensation and allowable expenses of attorneys assigned pursuant
to Section 722, Sub-Paragraph 4 of the County Law, and for investigative, expert and other
services as provided in Section 722-C of the County Law during the period January 1, 2020 to
December 31, 2020. The consideration for the expenses described in this Section 6(a) for the
ensuing Contract Years of this Agreement shall be determined on an annual basis and shall be
in accordance with the amount allocated to the ACDP’s budget under the County’s adopted budget and as approved by the Department and the Board. The funding for the 18-B panel shall be paid upon the submission of duly certified claim vouchers by the assigned attorneys and/or experts (“Attorney Voucher”). All Attorney Vouchers shall be reviewed and approved by the ACDP and, when necessary, shall require the approval of the Court. Compensation for Court appointed attorneys must be approved by the Court. When all necessary ACDP and Court approvals have been obtained, the Attorney Vouchers shall be submitted for requisite County approvals to the County’s Office of Management and Budget, or their designee.

(b) If, upon the completion of the periodic audit and review of claims and payments under the terms of this Agreement, the amount paid to the ACDP for contract services during any Agreement Year exceeds the amount eligible for contract services, the County shall notify the ACDP of the exact amount due to the County. The ACDP shall refund to the County, via the Comptroller’s office, by check payable to the “County of Nassau”, the amount due for such overpayment within thirty (30) days of such notification, together with a reconciliation report as directed by the Department.

(c) If the ACDP fails to refund amounts due the County under this Agreement within thirty (30) days after the dates such notice was received, the County may, at the discretion of the County Attorney’s office, withhold payments to ACDP for contract services under this or any concurrent agreement.

(d) The County and the ACDP’s obligations under this section shall continue beyond and survive the expiration of this Agreement.

7. Reimbursement to 18-B Attorneys.

(a) A private attorney appointed pursuant to the Plan shall be compensated upon the submission of his/her claim through an Attorney Voucher in accordance with the rules, regulations and forms promulgated by the Comptroller, and shall include a written statement specifying the time expended, services rendered, expenses reasonably incurred and reimbursement or compensation applied for or received in the same case from any other source, while the case was pending in the Court. Claims for expenses incurred for services shall be supported by a sworn statement. Expenses reasonably incurred are limited to out-of
pocket expenses and shall not include any allocations for general office overhead, such as rent, local telephone services or secretarial help. Attorneys shall not be compensated for travel time to or from court, time between court sessions such as lunchtime, nor for time involved in the preparation of claim vouchers and accompanying documentation. However, attorneys shall be compensated for travel time to and from the Nassau County Correctional Center. Before any claim for services shall be submitted to any court, it shall first be submitted to the Administrator for review and approval. In the event it can be ascertained in advance that a case will involve an unusually large amount of work by an attorney, it is incumbent upon the Administrator to be in contact with said attorney regarding same so that the Administrator can determine, in conjunction with the attorney, what action must be taken. The Administrator will then be able to better verify claims which exceed the maximum amount allowable or which reflect a greater amount of work than normally required on the particular type of case involved. The Administrator shall then forward such claim to the appropriate Court with his/her comments, if any. For representation on appeal, compensation and reimbursement shall be fixed by the appellate court. For all other representation, compensation and reimbursement shall be fixed by the Court where judgment of conviction or acquittal or order of dismissal was entered. Unless good cause is shown, claims for attorney’s fees, expenses and services shall be submitted to the Court not later than 45 days after the attorney has submitted the Attorney Voucher to the Administrator which shall be within 45 days after the Court has finally disposed of the case.

(b) The Administrator shall forthwith forward, without unreasonable delay, all Attorney Vouchers approved by ACDP, and if necessary, the appropriate Court, to the County’s Office of Management and Budget, or their designee for requisite County approvals and payment.

(c) In the event that other appropriate forms are prepared and furnished by the Comptroller, they shall be used, where applicable, in all proceedings under this Plan.

(d) ACDP shall maintain such records to be kept and reports to be made by the Administrator as the Judicial Conference may require.

8. **Accounting Procedures: Records.** The ACDP 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, as the ACDP 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 therefor, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement. Notwithstanding the above, no information shall be required which may impair professional privileged communications.

9. Assignment; Amendment; Waiver; Subcontracting.

(a) 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.

(b) The Plan of ACDP may be changed from time to time as experience and circumstances require for the proper administration of criminal justice with the approval of the Judicial Conference and the consent of the County Executive.

(c) In the event that during the term of this Agreement decisions of the Supreme Court of the United States or another court of proper jurisdiction requires representation at any earlier stage of proceedings than required under this Agreement, the ACDP agrees to amend this Agreement to provide such earlier representation under terms and conditions as the parties shall agree upon and in accordance with this Section, including the additional funding necessary to carry out such services.

10. Minimum Service Standards.
(a) The ACDP shall, and shall cause ACDP Agents, as defined in Section 13, herein, to deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the ACDP operates. The ACDP shall use its best efforts to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all ACDP Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(b) In connection with the termination or impending termination of this Agreement the ACDP 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 ACDP’s responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(c) No Conflicts. The ACDP hereby warrants that there is no conflict of interest with the activities to be performed hereunder and that the ACDP shall advise the Nassau County Attorney's office in writing of any conflict or potential conflict of interest that exists or arises in the future. Should a conflict of interest exist or arise after execution of this Agreement and during its duration, County has the right to insist that the ACDP eliminate the source of the conflict, cancel the contract without liability or obligation to compensate the ACDP for any services performed under this Agreement for the period subsequent to such notice of cancellation, or to take no action at its discretion. The County's decision to take no action in the case of a conflict or potential conflict is not a waiver of its rights in the instant case or in the future and it reserves all of its rights under this Agreement.

(d) The ACDP further agrees that in providing the necessary personnel to carry out the purpose of this Agreement that it shall hire only residents of the County or persons with offices in the County, unless, in the case of experts, no such personnel are available.

11. Compliance with Law.

(a) Generally. The ACDP shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance
of the foregoing, the ACDP is bound by and shall comply with the terms of Appendix EE attached hereto. 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 ACDP agrees as follows:

(i) The ACDP shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The ACDP 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 ACDP to inform the County of any material changes in the content of its Certification of Compliance, attached hereto 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 ACDP acknowledges that ACDP Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the ACDP of such request prior to disclosure of the Information so that the ACDP may take such action as it deems appropriate.
(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, ACDP shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with ACDP on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. ACDP shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

(f) Vendor Code of Ethics. By executing this Agreement, the ACDP hereby certifies and covenants that:

(i) The ACDP has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the ACDP's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The ACDP will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The ACDP will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating
Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the ACDP is required to retain other records pertinent to performance under this Agreement; and

(vi) The ACDP has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

12. **No Arrears or Default.** The ACDP 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.

13. **Independent Contractor.** The ACDP is an independent contractor of the County. The ACDP shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the ACDP (a "ACDP 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).

14. **Indemnification; Defense; Cooperation.** (a) The ACDP 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 ACDP or a ACDP 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 ACDP shall not be responsible for that portion, if any, of a Loss that is caused by the negligence, fault or default of the County.

(b) The ACDP shall, upon the County’s demand and at the County’s direction, promptly and diligently defend, at the ACDP’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 ACDP is responsible under this Section, and, further to the ACDP’s indemnification
obligations, the ACDP shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

(d) The County acknowledges that the ACDP is defined in this Agreement to mean only the Nassau County Bar Association Assigned Counsel Defender Plan, Inc., a Not-For-Profit corporation, and does not include the Nassau County Bar Association or its other affiliates, which are separate and independent entities.

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

15. Insurance. (a) Types and Amounts. The ACDP shall obtain and maintain throughout the term of this Agreement: (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) compensation insurance for the benefit of the ACDP’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iii) such additional insurance as the County may from time to time reasonably require.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the ACDP pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The ACDP shall be solely responsible for the payment of all deductibles to which such policies are subject, to the extent such liability is not caused by the negligence or intentional misconduct of the County. The ACDP 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 ACDP 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 ACDP shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The ACDP 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 ACDP to maintain Workers’ Compensation Insurance shall render this contract void and of no effect. The failure of the ACDP 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.

16. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days’ written notice to the ACDP, (ii) for “Cause” by the County immediately upon the receipt by the ACDP of written notice of termination, (iii) upon mutual written Agreement of the County and the ACDP, 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 funding for the services to be provided under this Agreement.

(b) By the ACDP. This Agreement may be terminated by the ACDP if performance becomes impracticable through no fault of the ACDP, where the impracticability relates to the ACDP’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 ACDP delivering to the County Attorney, 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 ACDP 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 ACDP’s right to terminate under this subsection. A copy of the notice given to the County Attorney shall be given to the Deputy
County Executive who oversees the administration of the Office of the County Attorney (the "Applicable DCR") on the same day that notice is given to the County Attorney.

17. 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 ACDP shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCR 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 ACDP shall send or deliver copies of the documents presented to the Applicable DCR under this Section to the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCR. The complaint or necessary moving papers of the ACDP shall allege that the above-described actions and inactions preceded the ACDP'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.

18. 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.

19. 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 County Attorney, to the attention of the County Attorney at the address specified above for the County Attorney, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the ACDP shall obtain from the County Attorney) 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 ACDP, to the attention of the person who executed this Agreement on behalf of the ACDP at the address specified above for the ACDP, or in each case to such other persons or addresses as shall be designated by written notice.

20. All Legal Provisions Deemed Included; Severability; Preemption. (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.
21. *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.

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

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

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

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

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

By: ____________________________
Name: Richard D. Callim
Title: President
Date: 2/4/19

COUNTY OF NASSAU

By: ____________________________
Name: ____________________________
Title: County Executive
□ Deputy County Executive
Date: ____________________________
STATE OF NEW YORK

COUNTY OF NASSAU

On the ___ day of __________ in the year 20___ before me personally came Richard D. Collins 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 the President of _____________, 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.

Joanne Ferrante

NOTARY PUBLIC

STATE OF NEW YORK

COUNTY OF NASSAU

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

NOTARY PUBLIC
NASSAU COUNTY BAR ASSOCIATION,
ASSIGNED COUNSEL DEFENDER PLAN, INC.

HISTORY

Article 18B of the New York State County Law was approved on July 16, 1965 and required that individual counties throughout the State provide counsel, investigative services, expert services and other services to indigent persons accused of crimes.

Section 722 of Article 18B provided counties with several alternative methods of fulfilling this requirement. Two of those methods were (1), for the County to provide counsel and other services pursuant to a contract with a "private legal aid bureau or society" and (2) pursuant to "a plan of a (local) bar association". These are the two methods chosen by Nassau County.

Pursuant to this choice, on January 24, 1966, by Resolution No. 60-1966, the Nassau County Board of Supervisors authorized the County Executive to enter into a contract with the Nassau County Bar Association for "the maintenance of an office of Administrator to provide legal representation in certain criminal matters".

On May 22, 1992 the Assigned Counsel Defender Plan was formally incorporated as the "Nassau County Bar Association Assigned Counsel Defender Plan, Inc."

The Assigned Counsel Defender Plan is now entering its 53rd year of providing access to legal representation to certain indigent defendants charged with crime in Nassau County and certain persons appearing in Family Court. The program was previously administered through the Nassau County Commissioner of Accounts. It is presently administered through the Nassau County Attorney’s Office.

The Office of the Assigned Counsel Defender Plan consists of the Administrator, 3 full time personnel and 1 part time clerk. Together, those personnel are responsible for the administration of all aspects of the work of approximately 250 private attorneys who comprise the panel, as well as over 200 experts of all types.

That administration includes providing representation in all Village Justice Courts, the City Courts of Glen Cove and Long Beach, Nassau County District Court, Nassau County County Court, Nassau County Family Court, Nassau County Surrogate’s Court, the New York State Appellate Term, The New York State Appellate Division, and the New York State Court of Appeals; reviewing qualifications of private attorneys who seek panel membership; arranging continuing legal education classes to assure continuing quality representation; reviewing and investigating complaints by members of the public concerning alleged attorney misfeasance; dealing with the judiciary to handle ongoing individual cases; monitoring the assignments of panelists to individual court parts, (Arraignment A, Arraignment B, Part 9, Part 10-, Part 11 and Part 12, Family Court, and Parole) on a daily basis to assure fairness; and reviewing the approximately 7,000 vouchers submitted by panelists each year, for accuracy and compliance with the rules established by this office, and by Nassau County.
More recently, the Administration includes working with a number of grants provided to Nassau County by New York State intended to improve the operation and effectiveness of 188 services.
RULES AND REGULATIONS

1. Service on the 18B Panel is a privilege, not a right. Continuing membership in good standing requires the Panelist’s compliance with all Rules and Regulations herein set forth.

2. Professionalism – It is expected that every attorney on the Nassau County 18B Panel will at all times conduct him/herself with the utmost of professionalism. This means that every assigned case should be handled in the same manner as if it were a privately retained case. If it is in the best interest of the client to take a favorable disposition, that should be done. If it is the best interest of the client to proceed to trial, that should be done. Although the 18B rates are lower than private fees, no one is forced to participate. Low rates are therefore no excuse for second rate representation. Anyone who views 18B defendants as second class clients is not welcome on this Panel and is asked to refrain from applying or continuing on the Panel.

3. A District Court Panelist may only handle misdemeanor cases. A County Court Panelist may handle any case, other than a class “A” felony or a class “B” non drug felony. A Major Felony Panelist may handle any case.

4. District Court Panelists will receive “Attorney of the Day” assignments to Arraignment B / 511 Vacate, and to Parts 10, 11 and 12.

5. County Court and Major Felony Panelists will receive “Attorney of the Day” assignments to Part 9.

6. All Panelists are paid at the statutory rate of $60 per hour for in and out-of-court time for misdemeanors, and $75 per hour for in and out-of-court time on all other cases.

7. Section 691.16 of the Appellate Division Rules specifically prohibits Panelists from accepting private retainers from any indigent defendants. The language reads as follows:

   (b) No attorney assigned by a court as counsel for an indigent defendant in any criminal case shall, during the pendency thereof, accept a private retainer to represent the defendant in that or any other case.

   (c) Violation of this section shall result in the removal of the attorney’s name from the panel of attorneys eligible to receive assignment pursuant to article 18-B of the County Law and shall constitute a violation of § 1200.3 (5) of this Title.
8. Panelists should visit incarcerated defendants within 48 hours of assignment. Travel time to and from court is not billable, but travel time to and from the jail is billable.

9. Panelists should communicate with assigned clients by letter or telephone immediately after each court appearance, especially when there was a conference and the incarcerated defendant was not produced.

10. If a client is on parole, the Panelist should notify the defendant’s parole officer immediately that an arrest was made. The Panelist may handle the parole violation (if the defendant is violated) only if he/she is on the parole panel.

11. “Attorney of the Day” Assignments are made twice each year. In November, assignments are made for the first 6 months of the upcoming year. In May, assignments are made for the final 6 months of that year. On each occasion, Panelists are asked to request a certain number of “Attorney of the Day” assignment dates. It is expected that each Panelist will comply with this request and take a fair share of assignment dates each year. Panelists who do not respond to two succeeding requests for such dates (i.e. who do not appear as “Attorney of the Day” for a full year) will be removed from the Panel.

12. For specific “Rules and Regulations” regarding Arraignment B, 511 Vacate Part, Part 9 and vouchers, click on those specific topics or on our website (nassau18b.org).

13. Benefits – The Nassau County Assigned Counsel Defender Plan offers 6 hours of free CLE for all Panelists in good standing. One 3-credit program is offered in the Fall and a second 3-credit program is offered in the Spring. Traditionally, the Fall program is devoted to a criminal law and procedure update. The Spring program varies from year to year.

14. Leaves of Absence are permitted for up to six months for personal or medical reasons, with no loss of benefits. After six months, benefits will be discontinued except for Panelists with documented medical justification approved by the Administrator. After twelve (12) months, no Panelist will be considered in “leave” status except for those with documented medical justification approved by the Administrator. Except as so noted, those who do not return to active status after twelve months will be removed from the Panel and must submit a new application to be reconsidered for reinstatement.
15. Each year, from September 1st through the following August 31st, every Panelist is required to complete 6 hours of CLE credits relating to criminal law, family law, and/or trial practice. In recognition of this, we offer 6 hours of free CLE programs each year to all Panelists. Unless the program you attend is an 18B sponsored program run by the Nassau Academy of Law, however, we will not know about it. In the event you do attend a non 18B sponsored program, it is your responsibility to notify us. Unlike New York State requirements, 18B credits cannot be carried over from one 12 month period to the next. Anyone who has not obtained 6 such CLE credits between September 1st of one year and August 31st of the following year will be removed from the Panel. Once so removed, no one will be considered for reinstatement until an additional 6 months have elapsed and until such former Panelist presents current evidence of full C.L.E. compliance.

16. Vouchers must be submitted within 45 days of completion of an “attorney of the day” assignment or completion of an assigned case.

17. Panelists must set up a separate file for each case assigned to him/her. This file must be maintained for a period of six (6) years for possible inspection by the Nassau County Comptroller.

18. In addition to all other duties required of 18B counsel, it is imperative that following sentence, the defendant’s right to appeal be preserved. In that regard, counsel must familiarize him/herself with Appellate Division Part 671. A copy of Part 671 can be found by clicking on the “Appellate Duties” link or on our website (nassau18b.org).

19. Duration of Representation: Once assigned to a case you remain the attorney of record until specifically relieved by the court. You are obligated to make every court appearance yourself unless you have submitted an affidavit of actual engagement conforming to Court Rules.
ARRAIGNMENT B / 511 VACATE CALENDAR

One of the "Attorney of the Day" assignments for District Court Panelists is to the "Arraignment B" and the "511 Vacate" Calendars.

ARRAIGNMENT B CALENDAR

The Arraignment B calendar is called every morning, Monday through Friday, in the Arraignment B courtroom at 99 Main Street in Hempstead. The calendar consists largely of persons who received appearance tickets on misdemeanors and violations in lieu of having been arrested. Many defendants appear with attorneys. Some do not.

There is an 18B District Court Panelist assigned to this courtroom every day. The job of this attorney is to represent every defendant who appears in court without an attorney. This is so regardless of the defendant's ability to pay. While the 18B attorney normally just represents these defendants for arraignment purposes only, if a disposition of the case is possible and is determined to be in the best interest of the defendant, such disposition can be taken in Arraignment B, at no cost to the defendant. The basic principle of representation by the 18B Attorney in the Arraignment B Part is to provide efficient and just dispositions whenever possible to all defendants appearing without counsel and to arraign all others in an expeditious manner.

In the normal course of events, the 18B attorney will not be assigned any cases in Arraignment B. After the arraignment, in cases where no disposition is taken, the 18B attorney should instruct the defendant to return to court on the adjourned date with a private attorney. If the defendant cannot afford an attorney, that should be conveyed to the judge during the arraignment. If the court is satisfied that the defendant is indigent, the case will be adjourned to a Legal Aid Part. (Part 10, 11 or 12).

The 18B Panelist should be present by 9:30 AM and should introduce him/herself to the clerk of the part upon arrival. The attorney should be prepared to serve Requests for Supporting Depositions on the Court in appropriate cases. Shortly after arrival, and before the judge takes the bench, the attorney of the day should introduce him/herself to the assemblage and explain that he/she has been assigned by the court to represent all defendants who do not have an attorney, for today only, at no cost to them. All such defendants should be asked to see the attorney outside of the courtroom and before the calendar is called. The attorney should then distribute the approved information form and questionnaire to each such defendant, direct that they complete it, and endeavor to speak to each such defendant before the calendar is called.

No retained cases are to be handled by you in Part B or elsewhere on the date you serve as Attorney-Of-The-Day.

Since an "Attorney Client" relationship does exist between you and every defendant you represent in Arraignment B, it is permissible for you to distribute your
business card to each such person, or to transcribe the information form and questionnaire onto your letterhead and permit those persons to take such paperwork home with them after the arraignment.

On the other hand, it is impermissible for you to use your 18B status as a means of soliciting private business. If any non indigent defendant in Arraignment B seeks to retain you to handle their case on an adjourned date or dates, that is permissible, as long as it is their idea. Under no circumstances, however, are you to accept money from a defendant while you are serving as Attorney of the Day. Any retainer, assuming it is at the request of the defendant, must be made on a day other than the Arraignment B date, or after the conclusion of the calendar calls in both Arraignment B and the 511 Vacate part.

With that in mind, those of you who distribute your business card may advise the defendant that you are available to answer any questions he or she may have, but you should not initiate further contact with the defendant by telephone or by mailings of any kind. The foregoing prohibitions against initiating further contact apply not only to the 18B attorney of the day, but also to all of his or her partners, associates, paralegals, secretaries, etc.

Please keep in mind that Assigned Counsel’s main purpose in being in Arraignment B is to assist the court, to move cases fairly and expeditiously and to perform services for all defendants requiring assistance of counsel for purposes of arraignment and possible disposition.

511 VACATE CALENDAR

This calendar takes its name from Vehicle and Traffic Law § 511, operating a motor vehicle with a revoked or suspended license.

When people get stopped for some traffic infraction and fail to appear in court, their license will be suspended and an arrest warrant will issue. They may learn that they have a suspended license and a warrant when they’re stopped for another traffic infraction or when they apply to DMV for something. Once they learn of their problem, they can go to the clerk’s office on the first floor of District Court and ask to have their warrant vacated.

Every day the clerk makes up a special calendar (511 vacate) consisting of people who come in that morning. The clerk’s office closes at noon for this calendar. The calendar is posted on the bulletin board outside of the Arraignment B courtroom and the calendar is called in Arraignment B at 2:00 P.M.

Sometimes names will appear on the calendar and the people won’t appear (even though they came in to resolve the matter) in this courtroom. Sometimes they have private attorneys who appear with them.
When they do appear and don't have private attorneys, they're represented by the 18B attorney of the day. The 18B attorney should explain that nothing will be settled today because the DA's office doesn't have the file. The purpose is to get the warrant vacated and the "scoff" lifted (the suspension lifted). The defendant must then get an attorney for the next court appearance.

In old times, when traffic court was in District court, the courts would suspend licenses for failure to appear but not issue a warrant. Now, with 511 being a misdemeanor, they're issuing suspensions and warrants. Note that if a defendant has a 511 violation, he/she will have some other ticket also (that led to the 511).

If a defendant says he can't afford an attorney, he will be screened by the court and, if eligible, will be assigned an attorney at his next court appearance.

Information sheets and questionnaires are available for the 511 Vacate courtroom just as they are for the "Arraignment B" calendar. The same rules that apply in "Arraignment B" apply equally to the "511 Vacate" Calendar. You may distribute your business cards to those you represent or you may transcribe the information sheet and questionnaires onto your letterhead and distribute them. On the other hand, you may not solicit business nor may you initiate further contact with such defendants. See the Arraignment B rules, supra, for particulars.
PROHIBITIONS AGAINST SOLICITATION IN ARRAIGNMENT B AND 511 VACATE PARTS

The following rules must be strictly followed. Any violation of these rules is cause for dismissal from the panel.

- As a rule, the 18B attorney of the day in Arraignment B is there to represent, for that day only, every defendant who appears without an attorney. (From time to time, you may be assigned a case in Arraignment B, but it is the rare exception and not the rule.) Usually, representing such defendants “for that day only” means for arraignment purposes only. Where an appropriate disposition can be taken on a given case, however, it should be taken as part of your attorney-of-the-day duties. Under no circumstances may you accept a fee for taking a disposition on a case in Arraignment B.

- Since you deal with non indigent defendants in Arraignment B, and since their cases are usually not disposed of in Arraignment B, it is permissible for such defendants to retain you for any future court dates, as long as it is their idea to do so. With that in mind, you may not use your 18B status in an effort to solicit them to retain you. This means that you should advise non indigent defendants that it is their responsibility to get a lawyer before they return to court on the adjourned date.

- Since there is an attorney client relationship in Arraignment B, you may give your business card to such defendants and you are encouraged to use the approved information sheets and questionnaires for Arraignment B and to transcribe such information sheets and questionnaires onto your letterhead and give them to the defendants.
- You may not tout your own ability to handle a particular defendant's case or any case in an effort to have such defendant retain you privately.

- You may not tell any defendant to call you before the next court date in an effort to have such defendant retain you privately.

- You may not tell any defendant that you will represent them if they can't find another attorney in an effort to have such defendant retain you privately.

- You may not quote a fee to any defendant while you are acting as attorney-of-the-day in an effort to have such defendant retain you privately.

- You may not, under any circumstances, accept any money from any defendant while you are acting as attorney-of-the-day.

- You may not handle any retained case while you are serving as attorney-of-the-day. If you have a previously retained case scheduled for the same day as your Arraignment B date, have someone else cover the retained case or call this office and we will have someone else cover the Arraignment B assignment.

- If the defendant asks if you can represent them on their next court date, you may do so as long as it is their idea, but you are not to quote any fee or accept any money from such defendant while serving as attorney-of-the-day. Rather, if such defendant indicates that he/she is considering retaining you, you should instruct him/her to see you in your office or in the courthouse, after your 18B duties in Arraignment B and in the 511 vacate part are fully concluded. Stated another way, no private retainer agreement should be discussed, begun or concluded while you are serving as attorney-of-the-day.

- After a defendant has been arraigned and given an adjourned date, unless that defendant has indicated that he/she has decided to use your services, you are not permitted to initiate further contact with such defendant by telephone or by mailings of any kind.

- Similarly, if a defendant says he/she will call you to have you represent them and if they do not thereafter call you, you may not call them to check on them or for any other reason.
PARTS 10, 11 and 12

Parts 10, 11 & 12 are Legal Aid parts. They are adjacent to each other. One District Court 18B "Attorney of the Day" is assigned to these parts every weekday. The attorney should introduce him/herself to the clerk of each part and be prepared to be present in one of the parts. He/she should advise all clerks of his/her whereabouts.

In the event that the attorney seeks to handle a private matter in the same courthouse, he/she should advise the clerks of this fact, and of his/her pager number. In no event should any such absence be for an extended time period, and in no event is such private time to be billed as an 18B expense.
PART 9

Part 9, although technically a District Court part, serves as a felony screening part and consists of cases on which felony complaints have been filed. Two 18B "Attorneys of the Day" (one County Court Panelist and one Major Felony Panelist) are assigned to Part 9 on a daily basis. One serves as the primary attorney and the other as backup attorney. The primary attorney should introduce him/herself to the clerk upon arrival and remain in the Part until the calendar is concluded. This attorney will be assigned all cases on which the Legal Aid Society has a conflict, or where a split fee agreement exists.

The backup attorney should also introduce him/herself to the clerk and remain in Part 9 to assist the primary attorney (by taking some of the assignments if there are a large number) but the backup attorney is also required to go to individual County Court Parts when a Legal Aid conflict develops and an 18B attorney's presence is required.

Applicants who in the opinion of the Administrator do not have sufficient experience in the daily operation of Part 9 in Nassau County are required to spend time in Part 9, training an experienced 18B Panelist. This is a training period for the applicant and is not reimbursable. No applicant will be given any Part 9 assignments unless he/she has first completed this requirement.
ADDITIONAL DUTIES OF 18B COUNSEL

In addition to all other duties required of 18B counsel, it is imperative that following sentence, the defendant's right to appeal be preserved. In that regard, counsel should familiarize him/herself with Appellate Division Part 671.
VOUCHERS

In order to be paid, Panelists must submit vouchers to this office. There are two types of vouchers: a short form (County) voucher and a long form (18B) voucher. For each case, submit 2 short and 2 long. Keep a third copy of each for your records.

If you want to print out long form vouchers from our website be sure to first put legal size paper in your printer, and if necessary, change your printer setting to legal size paper. (This usually involves hitting “print”, then “properties”, “paper”, “legal” and “OK”.) We cannot accept long form vouchers on letter-sized paper.

Vouchers should be submitted within 45 days from the date when an attorney-of-the-day assignment is completed or when a case is completed (by sentencing or, if applicable, by your filing a Notice of Appeal).

There is no payment for voucher preparation. Use of “research” or “file closing” as a euphemism for voucher preparation is unacceptable. Any panelist who is found to submit inflated or false vouchers will be dismissed from the Panel.

Disbursements will be paid when accompanied by receipts or other backup material but items such as local telephone calls and stenographic services are considered to be overhead and not disbursements.

When in court, the lunch break is not considered as time for which payment will be made.

In-court hours are to be billed on an actual time basis. This means that your rider should note your arrival time [e.g. 9:30 a.m.] and departure time [e.g. 10:30 a.m.].

If you have several cases on for the same date, you may only bill for the actual time spent in court. If, for example, you are defending clients “A” and “B” from 9 AM to 11 AM on a given date, you should divide the 2 hours between the 2 clients: e.g. 1 & 1½ & 1½ etc.

New York County Law § 722-b provides a maximum counsel fee of $2400 in a misdemeanor and $4,400 for all other cases, unless extraordinary circumstances are present. Payment is based upon the nature of the original charge in the information or indictment. If the original charge is a felony, all billing is at $75 per hour, even if the case is disposed of as a misdemeanor or violation.

In the event that there is prolonged litigation and the hours of services for which payment is to be made cause the voucher to exceed the statutory maximum, even by one dollar, an affirmation of extraordinary circumstances must also be submitted. Extraordinary circumstances include, among other, complex legal issues, necessity for hearings, necessity for trial, and multiple defendants.
If a case is disposed of in County Court be sure that an Indictment number or SCI number is on your voucher.

Panelists should understand that the Administrator does not set counsel's fee. The fee is statutory and set by the Trial or Appellate Courts depending on whether the services were rendered in the Trial or Appellate Courts.

Panelists must set up a separate file for each case assigned to him/her. This file must be maintained for a period of six (6) years for possible inspection by The Nassau County Comptroller.

Submission of Old Vouchers

Our rules require that vouchers be submitted within 45 days of the disposition of a case. My philosophy is that if you have done the work you should be paid for it, regardless of the age of the voucher. I will therefore submit all vouchers for payment regardless of their age. I strongly advise, however, that if you are submitting vouchers that are over 8 months old, you also submit an affirmation of explanation. Many judges will not sign old vouchers without such an explanation. The best scenario, of course, is for you to comply with the 45 day Rule whenever possible.

PROPER PROCEDURE FOR BILLING OF HOURLY FRACTIONS

You should bill for actual time spent on a case, as follows:

.05  (for 3 minutes)
.10  (for 6 minutes)
.15  (for 9 minutes)
.20  (for 12 minutes)
.25  (for 15 minutes)

If in doubt, use the closest fraction. If, for example, you are on a telephone call for 5 minutes, bill me for .10 hours and not ¼ of an hour. Be sure to bill in fractions (.05, .10, .15 etc) and not minutes.
INTERIM VOUCHERS

Given the increasing number of specialized courts where defendants’ cases are adjourned for lengthy periods for treatment purposes, I am changing the rules on voucher submissions.

From now on, attorneys who represent a defendant in the Family Treatment Court may submit an interim voucher after the dispositional phase and a final voucher after graduation or, in the alternative, when permanency has been achieved.

Attorneys who represent a defendant in the Drug Treatment Court may submit an interim voucher after the plea is taken and a final voucher after graduation or completion.

Attorneys who represent a defendant in a DTAP case may submit an interim voucher after the plea is taken and a final voucher when the plea is vacated or the defendant sentenced.

Please remember that your representation of such defendants continues after the interim voucher has been submitted and that it is your responsibility to appear on behalf of your client during the treatment period whenever the Court determines that your presence is required. You will be compensated for such appearances when you submit your final voucher.

INTERIM VOUCHERS

In my last correspondence, I told you that it was acceptable for you to submit interim voucher on cases in the Drug Treatment Court, Family Treatment Court and DTAP. Please note, however, that when you submit an interim voucher, you should print the words “INTERIM VOUCHER” in Bold Caps immediately following “Case Synopsis”. When you submit a final voucher on the case, you should print the words “FINAL VOUCHER. AMOUNT PREVIOUSLY RECEIVED: $XXX” in Bold Caps immediately following “Case Synopsis”. Obviously, you should thereafter add whatever individual case synopsis is appropriate.
VOUCHERS SUBMITTED IN CONNECTION WITH NEW PERMANENCY LEGISLATION

Under the new permanency legislation in Family Court, Article 10 cases involving children placed outside the home, which used to involve Orders of Placement with one year expiration dates, are now being calendared every six months, with automatic permanency hearings scheduled every six months unless and until the child is returned to the home. We are treating each permanency hearing, together with the permanency conference held 30 days before such hearing, as a new case. This means that the Family Court Panelist originally assigned may submit a voucher after the initial removal, and a new independent voucher, for every permanency conference and hearing thereafter. These vouchers will not be treated as interim vouchers as in the case of Family Treatment Court, Drug Treatment Court or DTAP, but as new vouchers on new cases. The $4400 cap on any single case will thus begin again with each new permanency conference and hearing. The attorney originally assigned to a party will remain as the assigned attorney for the duration of all such hearings even though they are considered to be new cases for purposes of voucher submission. It is expected that every such attorney will see his/her client before each permanency hearing and to attend each permanency conference held in advance of each such hearing.
Re: Assigned Counsel in Supreme Court

Dear Family Court Panelist:

A new subdivision 8 was added to section 35 of the Judiciary Law last year, pursuant to which Justices in Supreme Court are required to provide assigned counsel to indigent adults in Supreme Court in all cases where "if such proceedings were pending in family court such court would be required by section two hundred sixty two of the family court act to appoint counsel".

I have provided all of the matrimonial Judges in Supreme Court with a current list of all Nassau Family Court panelists. You may thus be called upon to represent someone in Supreme Court. Please note, however, that subdivision 5 of Section 35 states that "All expenses for compensation and reimbursement under this section shall be a state charge" (emphasis supplied)

Thus, you should not use the vouchers that are used in Family Court when you seek to be paid. Rather, you must complete a State Court voucher entitled "Assigned Counsel Voucher – Judiciary Law 35 (8)" and an "Attorney Activity Sheet". These vouchers, copies of which are enclosed, do not go through this office. They must be approved by the presiding Supreme Court Justice and then forwarded to the Chief Clerk of the Supreme Court. Finally, please note that the State will not pay you for representation associated with divorce, annulment or equitable distribution, and this office has no authority to do so. You should be guided accordingly.

Good Luck in this new endeavor.

Very truly yours,

Patrick L. McCloskey
EXPERTS

We have an Expert’s Panel, consisting of experts in various fields. A copy of the Experts’ Panel can be found at our website (“Nassau18B.org”), by clicking on “Experts” on the homepage.

Please note that, if you seek to engage the services of an expert, you must use one of the experts on the Experts’ Panel. If you want to use an expert who is not on the Panel, call me first and I will try to arrange for that person’s acceptance onto the Panel. Bottom line: unless the person is on the Experts’ Panel, they will not be paid.

A second prerequisite to using an expert is that you must first obtain a Court Order authorizing the use of such expert. Sample motions and orders can be found on our website by clicking on “Motions” on the homepage. Note: all motions for experts are made ex parte. You should not notify or serve such papers on the District Attorney’s office.

At present, the statutory limit for a payment to an expert is $1,000 per case, absent extraordinary circumstances (County Law § 722c). If services will cost more than $1,000, counsel should prepare a Supplemental Order for the Court, outlining in specific language the need for extraordinary services in excess of the statutory maximum. Need and indigency must be shown in the affidavit. It is far easier to have the court approve an extra expense before it’s incurred than afterward. It is counsel’s responsibility to assist the expert in recovering fees for services rendered.

Where counsel believes that an investigator is necessary, he/she should apply to the court for an order, unless circumstances dictate that an investigator be employed immediately; in that case, the attorney should later apply for a non-pro-sec order. Note: we have a short form Affirmation and Order that can be used for investigators. Call this office if you need a copy.

Counsel should not pay the investigator or any expert out of his/her own funds. The expert should submit his/her own voucher as soon as the services are completed. Counsel should approve the voucher and make sure a copy of the Court Order is included. The paperwork should then be submitted to this office for processing.
EXHIBIT B

NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

BUDGET

JANUARY 1, 2020 – DECEMBER 31, 2020

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| TOTAL ADMINISTRATIVE EXPENSES                | $453,384.00 |
| ATTORNEY AND EXPERT FEES                    | $7,195,805.00 |

| TOTAL BUDGET                                 | $7,648,989.00 |

* Funded by NYS GRANT
** Estimated interest paid by ACDP on loans for administrative expenses in 2019
General Qualifications for 18-B Criminal Panels

1. The applicant must be a full-time practicing lawyer. Applicants who are regularly employed in some other occupation are not eligible.

2. Each applicant must maintain a business office where he/she can receive and interview clients and witnesses.

3. Each applicant must either live or maintain an office in Nassau County.

4. Applicants to the various panels must have the indicated number of years of experience or practice at the bar. This does not mean admission to the bar but actual practice.
   a. District Court
      (Including Glen Cove and Long Beach Court) 1 Year
   b. County Court 4 Years
   c. Major Felony Panel 3 Years

5. Notwithstanding the foregoing, an applicant may gain admission to the County Court or Major Felony panel, with fewer than the stated years of experience, if the Assigned Counsel Screening Committee, in conjunction with the Assigned Counsel Administrator, determines that said applicant’s prior criminal experience in a District Attorney’s office, Legal Aid Society or Public Defender Office warrants such admission.

6. Notwithstanding any other provision of these general qualifications or of the specific qualifications for the individual panels, an applicant may gain admission to any panel if he/she possesses such skills as are necessary to properly fulfill the requirements of such panel, but such admission shall be granted only by a majority vote of the Assigned Counsel Screening Committee, acting in conjunction with the Assigned Counsel Administrator.

Assigned Counsel Plan Qualifications for Admission to the 18-B Panel for the District Court (Including Long Beach / Glen Cove)

The applicant must qualify under one of the four categories set forth.

Category I

1. Actual court experience in at least five criminal cases within the past 3 years involving as least:
   a) Three negotiated pleas, dismissals or other non-trial disposition.
   b) Two litigated motions in which oral testimony was taken and a decision rendered.
   c) One jury trial which proceeded to verdict and one bench trial or two jury trials.

2. Applicant must submit names of the following references:
   a) Two Judges before whom applicant has conducted a litigated motion or trial.
   b) Two trials or hearing adversaries.
   c) Two non-municipal bar whom applicant has handled criminal cases, or attorneys who are familiar with applicant’s work through actual in-court observation.

Category II

1. Appearance in court as co-counsel within the last three years with an experienced criminal lawyer on at least ten criminal cases involving at least:
a) Five negotiated pleas, dismissals or other non-trial dispositions.
b) Two litigated motions in which oral testimony was taken and a decision rendered.
c) Two jury trials which proceeded to verdict or one bench trial and one jury trial.

2. Applicant has completed an intensive course in criminal law and procedure which has been approved by the Assigned Counsel Administrator.

3. Applicant must submit names of each of the following references:
   a) The attorney with whom the applicant appeared as co-counsel.
   b) Two judges before whom applicant appeared as co-counsel.
   c) Two attorneys familiar with applicant's ability and knowledge.

Category III

1. Exceptional trial advocate on non-criminal matters who has had at least five jury trials, in any area of law, within the past three years.

2. Participate in Mentor Program.

3. Appearance in Criminal Court as co-counsel with an experienced criminal lawyer, three negotiated pleas, dismissals or other non-trial dispositions, one litigated motion and one jury trial.

4. Applicant can demonstrate knowledge in criminal law and procedure by having taken an approved intensive course.

5. Applicant must submit names of the following references:
   a) Three judges before whom applicant has conducted jury trials.
   b) Three trial adversaries.
   c) Three attorneys familiar with applicant's ability and knowledge.

Category IV

A former judge of the District Court, County Court, Criminal Court or Supreme Court (Criminal Term) who has recently retired or voluntarily resigned from the bench.

Qualifications for Admission to 18-b Panel Of the County Court

The applicant must qualify under one of the two categories set forth.

Category I

1. Actual court experience in at least 15 (fifteen) criminal cases within five years, involving at least:
   a) Ten negotiated pleas, dismissals or other non-trial dispositions, at least five of which occurred post-indictment.
   b) Three litigated motions, post-indictment in which oral testimony was taken and a disposition rendered.
   c) Three post-indictment jury trials which proceeded to verdict or appearances as co-counsel on one post-indictment jury trial which proceeded to verdict and two appearances as sole counsel on post-indictment jury trial; or the trial of eight (8) misdemeanor cases that proceeded to verdict, at least six (6) of which were jury trials.

2. Applicant must submit names of each of the following references:
   a) Each judge before whom applicant appeared as either trial counsel or co-counsel in post-indictment jury trial (up to three).
   b) Each judge before whom applicant has litigated a motion, (up to three)
   c) Three trial or hearing adversaries.
   d) Three co-counsels with whom applicant has handled criminal cases or attorneys who are familiar with applicant's work through actual in-court observation.

Category II

A former judge of the District Court, County Court or Supreme Court (Criminal Term) who has recently retired or voluntarily resigned from the bench who receives favorable recommendations from at least three attorneys who have practiced before this person within the last three
Qualifications for Admission to 18-b Panel - Major Felonies

Category I
1. Actual court experience in at least thirty criminal cases including at least:
   a) Twenty acquitted cases, dismissals or other non-trial dispositions of felony cases,
      at least 10 of which occurred post-indictment.
   b) Ten litigated motions, post-indictment at which oral testimony was
      taken.
   c) Five felony trials which proceeded to verdict, at least two of which were
      a "C", felony or higher.
   d) Cross examination during trial of at least four of the following expert
      witnesses:
      - police officers
      - undercover agents
      - medical experts
      - ballistics expert
      - forensic scientists
      - psychiatrists or psychologists
      - fingerprint experts

2. Applicant must submit names of each of the following references:
   a) Five judges before whom applicant has conducted a litigated motion,
      hearing or trial;
   b) Five trial attorneys;
   c) Five co-counsel before whom applicant has handled criminal cases or
      attorneys who are familiar with applicant's work through actual in-court
      observation.

Category II
A former Judge of the County Court or Supreme Court (Criminal Term)
who has
recently retired or voluntarily resigned from the bench who received
favorable recommendations from at least 5 attorneys who have
practiced before this person within the last three years.

Appellate Panel
Applicants for the certification to the appellate panel must have recent
criminal law experience on either the trial or appellate level, be up-to-date
on their knowledge of the criminal law and its ever changing constitutional
requirements and be able to perceive all
relevant issues through the mere reading of a trial transcript. In addition,
applicants must have knowledge of the legal issues that arise
in criminal practice and be able to skillfully present the issues in a brief
and support the points of law with thorough research, properly cited.
Applicants must submit a sample of their writing, such as a brief,
memorandum of law, law review articles or other similar publication.

An attorney with a good academic background, criminal law experience,
the requisite writing and verbal skills, motivation and attitude should
be able to skillfully handle appellate work. Therefore, the following
minimum requirements must be met:
1. Actual experience in at least ten criminal cases, on either the trial or
   appellate level, during the past three years;
2. A writing sample consisting of a brief, law review article or similar
   publication (two documents);
3. Applicant must submit names of each of the following references to
   the committee:
   a) Three judges before whom applicant has handled criminal matters,
      on either the trial or appellate level;
   b) Three trial or appellate adversaries;
   c) Three co-counsel before whom applicant has handled criminal cases,
      or attorneys familiar with applicant's work through actual in-court
      observations. (No cross-references permitted)

Panel Panel

Any member of the County Court Panel or Major Felony Panel, or any
member of the District Court Panel who has demonstrated, to the satisfaction of the Administrator, a comprehensive knowledge of the law relating to family sentencing, and who was in attendance at the Nassau Academy of Law's Panel Revocation Program on May 10, 2004, or who presents evidence of having seen the proceedings of that program, is eligible for participation in the Panel Panel.

Family Court Requirements:

Each applicant to join the Family Court Panel must be on the Second Department's Law Guardian Panel.

Each applicant must have participated on at least two occasions in at least two proceedings, either as law guardian or as a representative of the petitioner or respondent.

1. Permanent Neglect Proceeding
2. Neglect
3. Termination of Parental Rights
4. Custody/Visitation
5. Support Proceeding
6. Litigated Paternity
7. Family Offense
8. Contested Adoption

These proceedings need not have occurred in Nassau County alone. Each applicant must supply the Administrator with the following information as to each of the listed proceedings: name, address and telephone number of each participating attorney; name of the Judge; type of proceeding; applicant's role in proceeding.

General Qualifications for 18b Family/surrogate's Court Panels

1. The applicant must be a full-time practicing lawyer. Applicants who are regularly employed in some other occupation are not eligible.

2. Each applicant must maintain a business office where he/she can receive and interview clients and witnesses.

3. Each applicant must either live or maintain an office in Nassau County.

4. Applicants to the Family Court Panel must be members of the Law Guardian Panel for at least one year before becoming eligible to join the 18b panel.

5. Applicants to the Surrogate's Court panel must be in practice for at least 18 months handling custody/adoption matters before eligible to join the 18b panel.
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:

   [Name]

   [Address]

   [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:

   [Blank lines]

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


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

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

[Signature]

Signature of Chief Executive Officer

[Name]

Name of Chief Executive Officer

Sworn to before me this

[Signature]

Notary Public

[Signature]

Joanne Ferrante

Notary Public, State of New York

Notarized in Nassau County

Commission Expires May 18, 2023
Appendix E
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix E 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 E, 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 E or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

(n) 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 (i) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (ii) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

**Date:** 10/10/2019

---

**Important:** If the certificate holder is an additional insured, the policy must have additional insured provisions or be endorsed. If endorsement is varied, 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.

---

**Insured:** [Name of Insured]

**Address:** [Address of Insured]

**City:** [City]

**State:** [State]

**Zip Code:** [Zip Code]

---

**Insured:** [Name of Insured]

**Address:** [Address of Insured]

**City:** [City]

**State:** [State]

**Zip Code:** [Zip Code]

---

**Certificate Number:** [Certificate Number]

**Issue Date:** [Issue Date]

**Expiration Date:** [Expiration Date]

**Issuing Company:** [Name of Issuing Company]

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**Type of Insurance:** [Type of Insurance]

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**Description of Insured:** [Insured Description]

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**Certificate Holder:** [Name of Certificate Holder]

**Address:** [Address of Certificate Holder]

**City:** [City]

**State:** [State]

**Zip Code:** [Zip Code]

---

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.

---

AGORD 28 (2013/14)

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The ACORD name and logo are registered marks of ACORD.
**NIFS ID:** CLPD190000010  
**Department:** Police Dept.

**Capital:**

**SERVICE:** Ambulance billing services

**Contract ID #:** CQPD130000013  
**NIFS Entry Date:** 21-NOV-19  
**Term:** from 11-FEB-13 to 31-DEC-19

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<td>Address: 3055 Lebanon Pike, Suite 1000</td>
<td>Contact Person:</td>
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Contract Summary

**Purpose:** Amendment to existing contract to extend the term of the contract to December 31, 2019.

**Method of Procurement:** Contract amendment. Please see procurement history below.

**Procurement History:** A Request for Proposals ("RFP") was issued on October 11, 2012 and the vendor was selected as the highest scoring proposer. A new RFP was recently issued for these services, and the Department is currently in the process of finalizing an award. This extension is to ensure a smooth transition to a new contract, without a gap in these important services.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** Emergency Ambulance billing is revenue generating, no dollar amount ceiling. Encumbering $354,400 to pay vendor fees as per the contract.

**Change in Contract from Prior Procurement:** n/a

**Recommendation:** (approve as submitted) Approve as submitted.

Adviseement Information

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RULES RESOLUTION NO. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC. (FORMERLY MED3000, INC.)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Change Healthcare Management Solutions, Inc. (formerly MED3000, Inc.) to ambulance billing services for the County, 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 amendment to an agreement with Change Healthcare Management Solutions, Inc. (formerly MED3000, Inc.).
NIFA  Nassau County Interim Finance Authority

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

1. Vendor: Change Healthcare Practice Management Solutions, Inc.

2. Dollar amount requiring NIFA approval: $0

   Amount to be encumbered:  $354,400

   This is a Amendment

   If new contract - $ amount should be full amount of contract
   If amendment - 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: 02/11/2013-12/31/2019

   Has work or services on this contract commenced? Y

   If yes, please explain: Services continuing as amendment routed through approvals.

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:

   Amendment to existing contract to extend the term of the contract to December 31, 2019.

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:

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<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
</table>


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.

IQURESII 12-DEC-19
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.
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: Change Healthcare Practice Management Solutions, Inc.

CONTRACTOR ADDRESS: 3055 Lebanon Pike, Suite 1000, Nashville, TN 37214

FEDERAL TAX ID #: ____________________________________________________________

Instructions: Please check the appropriate box (“☑”) after one of the following roman numerals, and provide all the requested information.

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

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

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

(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. ☐ This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on 11/12/2013 [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 a Request for Proposals was issued on Oct. 11, 2012. Six (6) proposals were received and scored and ranked. Change Healthcare (formerly MED3000) was selected as the highest ranking proposer. The County recently issued a new RFP for these services, and this extension is to ensure there is no gap in these important services. [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.

[Signature]
Department Head Signature

11/27/2019
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county’s “staff summary” form in lieu of a separate memorandum.
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [x]  If yes, to what campaign committee?

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

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

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

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

Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Dated: 01/02/2020 01:36:40 PM

Vendor: Change Healthcare Technology Enabled Services

Title: Chief Commercial Officer, TES
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: Morris Maybruch
   Date of birth: ________________
   Home address: ________________________________
   City: __________________ State/Province/Territory: ___________ Zip/Postal Code: ___________
   Country: US

   Business Address: 1 Blue Hill Plaza
   City: Pearl River State/Province/Territory: NY Zip/Postal Code: 10965
   Country: US
   Telephone: 8453684800

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

List of other addresses and telephone numbers attached

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

   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)

   Treasurer
   Shareholder
   Secretary
   Partner

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<tr>
<th>Type</th>
<th>Description</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Senior Operations Manager</td>
<td>06/04/2012</td>
</tr>
</tbody>
</table>

3. Do you have an equity interest in the business submitting the questionnaire?
   YES    NO    X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES    NO    X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☑ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES ☐ NO ☑ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☑ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES ☐ NO ☑ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☒ NO ☑ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☑ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☑ If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES   NO   X   If yes, provide an explanation of the circumstances and corrective action taken.
I, [Morris Maybruch], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

Change Healthcare Technology Enabled Services LLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Morris Maybruch [MORRIS.MAYBRUCH@CHANGEHEALTHCARE.COM]

Senior Operations Manager
Title

01/03/2020 02:07:19 PM
Date
Business History Form

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

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

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

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

Date: 09/30/2019

1) Proposer’s Legal Name: Change Healthcare Technology Enabled Services LLC

2) Address of Place of Business: 3055 Lebanon Pike

   City: Nashville State/Province/Territory: TN Zip/Postal Code: 37214

   City: 1 Blue Hill Plaza State/Province/Territory: NY Zip/Postal Code: 10965

   Country: 

   Address: 

   Start Date: 

3) Mailing Address (if different):

   City: 

   State/Province/Territory: 

   Zip/Postal Code: 

   Country: 

   Phone:

   Does the business own or rent its facilities?  Both 

   If other, please provide details:

4) Dun and Bradstreet number: 81-6809588

5) Federal I.D. Number: 58-1953146

6) The proposer is a: Other (Describe) Limited Liability Company

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

   YES X NO  If yes, please provide details:

8) Does this business control one or more other businesses?
YES □ NO □ If yes, please provide details:
Change Healthcare LLC

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES □ NO □ If yes, please provide details:
This business is controlled by its parent Change Healthcare LLC

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 □ X □ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES □ NO □ X □ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES □ NO □ X □ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual’s position at or relationship to an affiliated business.
YES □ NO □ X □ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person’s employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES □ NO □ X □ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


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


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

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

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

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

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
We will contact the County should a potential conflict arise to be guided accordingly.

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.

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

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

i) Date of formation;
01/16/1990

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
We have included our most recent form 10-Q to provide the requested information.

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

1 File(s) Uploaded:

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

No officers and directors from this company have been attached.

1 File(s) Uploaded:

iv) State of incorporation (if applicable);
GA

v) The number of employees in the firm;
1500

vi) Annual revenue of firm;
1000000000

vii) Summary of relevant accomplishments
We have provided EMS billing services to the New York metropolitan area for over 25 years. Our collection rate of over $500/transport is one of the highest in the country. We have over 200 EMS billing clients and process more than 1 million transports annually.
viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

29

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

We have been providing EMS billing services to Nassau County for 16 years.

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

<table>
<thead>
<tr>
<th>Company</th>
<th>Town of Ramapo</th>
</tr>
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<tbody>
<tr>
<td>Contact Person</td>
<td>John Lynch, Director of Finance</td>
</tr>
<tr>
<td>Address</td>
<td>237 Route 59</td>
</tr>
<tr>
<td>City</td>
<td>Suffern</td>
</tr>
<tr>
<td>Country</td>
<td>State/Province/Territory NY</td>
</tr>
<tr>
<td>Telephone</td>
<td>(845) 357-5100</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:john.lynch@ramapo.org">john.lynch@ramapo.org</a></td>
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<th>Company</th>
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</tr>
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<tbody>
<tr>
<td>Contact Person</td>
<td>Jared Rosenberg, Director of EMS Services</td>
</tr>
<tr>
<td>Address</td>
<td>188 Terrytown Road</td>
</tr>
<tr>
<td>City</td>
<td>White Plains</td>
</tr>
<tr>
<td>Country</td>
<td>State/Province/Territory NY</td>
</tr>
<tr>
<td>Telephone</td>
<td>(914) 682-5345</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:jroenberg@greengurghny.com">jroenberg@greengurghny.com</a></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Company</th>
<th>Change Healthcare Technology Enabled Services LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>George Speaks, Deputy Director of Public Safety</td>
</tr>
<tr>
<td>Address</td>
<td>3055 Lebanon Pike</td>
</tr>
<tr>
<td>City</td>
<td>Nashville</td>
</tr>
<tr>
<td>Country</td>
<td>State/Province/Territory TN</td>
</tr>
<tr>
<td>Telephone</td>
<td>(614) 645-8210</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:gespeaks@columbus.gov">gespeaks@columbus.gov</a></td>
</tr>
</tbody>
</table>
I, Scott Schrader, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

Name of submitting business: Change Healthcare Technology Enabled Services LLC

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Chief Commercial Officer
Title

01/02/2020 01:39:33 PM
Date
UNIVERSAL STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2019

☐ For the transition period from_______ to_______

Commission file number 001-38961

Change Healthcare Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

3055 Lebanon Pike, Suite 1000
Nashville, TN
(Address of Principal Executive Offices)

☐ No ☐ Yes

82-2152098
(IRS Employer
Identification No.)

37214
(Zip Code)

(615) 932-3000
(Registrant’s Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Name of each exchange
on which registered

Common Stock, par value $.001 per share
6.04% Tangible Equity Units

Trading Symbol(s)

CHNG

The Nasdaq Stock Market LLC

CHNU

The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Non-accelerated filer ☒
Accelerated filer ☐ Smaller reporting company ☐
Emerging growth company ☐
If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer’s classes of common stock, as of the latest practicable date:

<table>
<thead>
<tr>
<th>Class</th>
<th>Outstanding as of November 11, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock, $0.001 par value</td>
<td>124,948,388</td>
</tr>
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</table>
### Table of Contents

#### Change Healthcare Inc.

#### Table of Contents

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<th>Part</th>
<th>Other Information</th>
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<td>Item</td>
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<td>Item</td>
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<td>Item</td>
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### Change Healthcare Inc.
#### Condensed Statements of Operations
**(unaudited and amounts in thousands, except share and per share amounts)**

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended September 28</th>
<th>Six Months Ended September 28</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
</tr>
<tr>
<td>Revenue</td>
<td>$—</td>
<td>$—</td>
</tr>
<tr>
<td>Operating expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administrative</td>
<td>1,138</td>
<td>1,380</td>
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<tr>
<td>Accretion Expense</td>
<td>48,363</td>
<td>48,363</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>49,501</td>
<td>49,752</td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>(49,501)</td>
<td>(49,752)</td>
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<tr>
<td>Non-operating (income) expense</td>
<td></td>
<td></td>
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<tr>
<td>Loss from Equity Method Investment in the Joint Venture</td>
<td>36,179</td>
<td>25,571</td>
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<tr>
<td>(Gain) Loss on Sale of Interests in the Joint Venture</td>
<td>—</td>
<td>(197)</td>
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<tr>
<td>Management fee income</td>
<td>(772)</td>
<td>(876)</td>
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<tr>
<td>Interest expense</td>
<td>644</td>
<td>644</td>
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<tr>
<td>Interest income</td>
<td>(644)</td>
<td>(644)</td>
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<tr>
<td>Amortization of debt discount and issuance costs</td>
<td>212</td>
<td>212</td>
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<tr>
<td>Unrealized gain (loss) on forward purchase contract</td>
<td>2,435</td>
<td>2,435</td>
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<tr>
<td>Total non-operating (income) expense</td>
<td></td>
<td>58,054</td>
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<tr>
<td>Income (loss) before income tax provision (benefit)</td>
<td>(107,555)</td>
<td>(25,374)</td>
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<tr>
<td>Income tax provision (benefit)</td>
<td>(13,620)</td>
<td>(6,583)</td>
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<tr>
<td>Net income (loss)</td>
<td>$ (93,935)</td>
<td>$ (18,891)</td>
</tr>
<tr>
<td>Net income (loss) per share:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>$(0.66)</td>
<td>$(0.25)</td>
</tr>
<tr>
<td>Diluted</td>
<td>$(0.66)</td>
<td>$(0.25)</td>
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<tr>
<td>Weighted average shares (see Note 5):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>142,223,836</td>
<td>75,506,552</td>
</tr>
<tr>
<td>Diluted</td>
<td>142,223,836</td>
<td>75,506,552</td>
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</table>

See accompanying notes to condensed financial statements.
Change Healthcare Inc.  
Condensed Statements of Comprehensive Income (Loss)  
(unaudited and amounts in thousands)

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended</th>
<th>Six Months Ended</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>September 30, 2019</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$(93,935)</td>
<td>$(18,591)</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$(131,451)</td>
<td>$(36,092)</td>
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<tr>
<td>Other comprehensive income (loss):</td>
<td></td>
<td></td>
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<tr>
<td>Unrealized gain (loss) on available for sale debt securities of the Joint Venture, net of taxes</td>
<td>1,173</td>
<td>1,173</td>
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<tr>
<td>Changes in fair value of interest rate swap of the Joint Venture, net of taxes</td>
<td>1,310</td>
<td>1,478</td>
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<tr>
<td>Foreign currency translation adjustment of the Joint Venture</td>
<td>1,583</td>
<td>566</td>
</tr>
<tr>
<td>Other comprehensive income (loss)</td>
<td>1,446</td>
<td>2,044</td>
</tr>
<tr>
<td>Total comprehensive income (loss)</td>
<td>$(92,489)</td>
<td>$(16,547)</td>
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</tbody>
</table>

See accompanying notes to condensed financial statements.
# Change Healthcare Inc.
## Condensed Balance Sheets
(unaudited and amounts in thousands, except share and per share amounts)

<table>
<thead>
<tr>
<th></th>
<th>September 30, 2019</th>
<th>March 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets:</td>
<td></td>
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</tr>
<tr>
<td>Cash</td>
<td>$3,409</td>
<td>$3,409</td>
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<tr>
<td>Prepaid expenses</td>
<td>2,315</td>
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<tr>
<td>Due from the Joint Venture</td>
<td>1,345</td>
<td>373</td>
</tr>
<tr>
<td>Investment in Joint Venture tangible equity units, current</td>
<td>15,154</td>
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</tr>
<tr>
<td>Income taxes receivable</td>
<td>1,602</td>
<td>1,781</td>
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<tr>
<td><strong>Total current assets</strong></td>
<td>23,825</td>
<td>5,563</td>
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<tr>
<td>Dividend receivable</td>
<td>34,347</td>
<td>81,264</td>
</tr>
<tr>
<td>Investment in the Joint Venture</td>
<td>1,826,887</td>
<td>1,211,996</td>
</tr>
<tr>
<td>Investment in Joint Venture tangible equity units</td>
<td>259,237</td>
<td></td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>$2,144,406</td>
<td>$1,298,823</td>
</tr>
<tr>
<td><strong>Liabilities and stockholders’ equity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable and accrued expenses</td>
<td>$453</td>
<td>$176</td>
</tr>
<tr>
<td>Due to the Joint Venture</td>
<td>9,513</td>
<td>6,167</td>
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<tr>
<td>Current portion of long-term debt</td>
<td>15,154</td>
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<tr>
<td><strong>Total current liabilities</strong></td>
<td>25,120</td>
<td>6,343</td>
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<tr>
<td>Long-term debt</td>
<td>27,384</td>
<td></td>
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<tr>
<td>Due to McKesson</td>
<td>48,363</td>
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<tr>
<td>Deferred income tax liabilities</td>
<td>156,770</td>
<td>159,993</td>
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<tr>
<td>Other liabilities</td>
<td>752</td>
<td></td>
</tr>
<tr>
<td><strong>Total liabilities and contingencies (see Note 4)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Stockholders’ Equity:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Stock (par value, $.001), 9,000,000,000 and 252,800,000 shares authorized and 124,935,806 and 75,674,654 shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively</td>
<td>124</td>
<td>75</td>
</tr>
<tr>
<td>Class X common stock (par value, $.001), 1 and 1 share authorized and no shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively</td>
<td></td>
<td></td>
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<tr>
<td>Preferred stock (par value, $.001), 900,000,000 and 0 shares authorized and no shares issued and outstanding at September 30, 2019 and March 31, 2019, respectively</td>
<td></td>
<td></td>
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<tr>
<td>Additional paid-in capital</td>
<td>2,096,494</td>
<td>1,153,509</td>
</tr>
<tr>
<td>Accumulated other comprehensive income (loss)</td>
<td>(5,993)</td>
<td>(5,236)</td>
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<tr>
<td>Retained earnings (deficit)</td>
<td>(113,887)</td>
<td>(17,841)</td>
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<tr>
<td><strong>Total stockholders’ equity</strong></td>
<td>1,886,107</td>
<td>1,132,487</td>
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<tr>
<td><strong>Total liabilities and stockholders’ equity</strong></td>
<td>$2,144,406</td>
<td>$1,298,823</td>
</tr>
</tbody>
</table>

See accompanying notes to condensed financial statements.
<table>
<thead>
<tr>
<th>Date</th>
<th>Shares</th>
<th>Amount</th>
<th>Common Stock</th>
<th>Additional Paid-in Capital</th>
<th>Retained Earnings</th>
<th>Other Comprehensive Income (Loss)</th>
<th>Accumulated Other Comprehensive Income (Loss)</th>
<th>Total Stockholders' Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Balance at March 31, 2018</strong></td>
<td>75,749</td>
<td>118</td>
<td>$1,139,900</td>
<td>$34,661</td>
<td>$2,535</td>
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<td>$1,176,572</td>
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<tr>
<td><strong>Cumulative effect of accounting change of the Joint Venture-ASU 2017-12</strong></td>
<td></td>
<td>75</td>
<td>1,139,900</td>
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<td><strong>Equity compensation expense</strong></td>
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<td><strong>Repurchase of Change Healthcare Inc. common stock</strong></td>
<td>251,789</td>
<td>3,300</td>
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<tr>
<td><strong>Issuance of Change Healthcare Inc. common stock upon exercise of equity awards</strong></td>
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<tr>
<td><strong>Foreign currency translation adjustment of the Joint Venture</strong></td>
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<tr>
<td><strong>Change in fair value of interest rate cap, net of taxes of the Joint Venture</strong></td>
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<tr>
<td><strong>Balance at June 30, 2018</strong></td>
<td>75,501</td>
<td>374</td>
<td>$1,139,818</td>
<td>$16,670</td>
<td>$1,215</td>
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<td>$1,157,778</td>
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<td><strong>Equity compensation expense</strong></td>
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<tr>
<td><strong>Repurchase of Change Healthcare Inc. common stock</strong></td>
<td>90,629</td>
<td>1,720</td>
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<tr>
<td><strong>Issuance of Change Healthcare Inc. common stock upon exercise of equity awards</strong></td>
<td>35,139</td>
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<tr>
<td><strong>Net income (loss)</strong></td>
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<tr>
<td><strong>Foreign currency translation adjustment of the Joint Venture</strong></td>
<td></td>
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<tr>
<td><strong>Change in fair value of interest rate cap, net of taxes of the Joint Venture</strong></td>
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<tr>
<td><strong>Balance at September 30, 2018</strong></td>
<td>75,445</td>
<td>885</td>
<td>$1,141,067</td>
<td>$1,921</td>
<td>$3,259</td>
<td></td>
<td>$1,142,480</td>
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<tr>
<td><strong>Equity compensation expense</strong></td>
<td></td>
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<tr>
<td><strong>Repurchase of Change Healthcare Inc. common stock</strong></td>
<td>37,517</td>
<td>226</td>
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<td><strong>Foreign currency translation adjustment of the Joint Venture</strong></td>
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<td><strong>Change in fair value of interest rate cap, net of taxes of the Joint Venture</strong></td>
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<td><strong>Balance at March 31, 2019</strong></td>
<td>75,474</td>
<td>654</td>
<td>$1,153,309</td>
<td>$17,841</td>
<td>$3,256</td>
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<td>$1,132,487</td>
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<td><strong>Cumulative effect of accounting change of the Joint Venture-ASC 605</strong></td>
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<tr>
<td><strong>Repurchase of Change Healthcare Inc. common stock</strong></td>
<td>5,862</td>
<td>422</td>
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<td><strong>Net income (loss)</strong></td>
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<td><strong>Foreign currency translation adjustment of the Joint Venture</strong></td>
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<td><strong>Change in fair value of interest rate cap, net of taxes of the Joint Venture</strong></td>
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<tr>
<td><strong>Balance at June 30, 2019</strong></td>
<td>75,474</td>
<td>654</td>
<td>$1,159,371</td>
<td>$19,983</td>
<td>$8,039</td>
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<td>$1,131,524</td>
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<td><strong>Equity compensation expense</strong></td>
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<tr>
<td><strong>Issuance of Change Healthcare Inc. common stock upon initial public offering</strong></td>
<td>49,285</td>
<td>608</td>
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<td></td>
<td>608,679</td>
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<tr>
<td><strong>Effect of initial public offering issuance costs on joint venture equity</strong></td>
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<td><strong>Net income (loss)</strong></td>
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<tr>
<td><strong>Change in fair value of interest rate cap, net of taxes of the Joint Venture</strong></td>
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<tr>
<td><strong>Balance at September 30, 2019</strong></td>
<td>124,935</td>
<td>806</td>
<td>$2,606,494</td>
<td>$113,918</td>
<td>$6,593</td>
<td></td>
<td>$1,886,107</td>
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</tr>
</tbody>
</table>

See accompanying notes to condensed financial statements.
### Change Healthcare Inc.

#### Condensed Statements of Cash Flows
(unaudited and amounts in thousands)

<table>
<thead>
<tr>
<th></th>
<th>Six Months Ended September 30, 2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash flows from operating activities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$(131,451)</td>
<td>$(36,092)</td>
</tr>
<tr>
<td>Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss from Equity Method Investment in the Joint Venture</td>
<td>95,732</td>
<td>48,337</td>
</tr>
<tr>
<td>Deferred income tax expense (benefit)</td>
<td>(15,806)</td>
<td>(11,586)</td>
</tr>
<tr>
<td>(Gain) loss on Sale of Interests in the Joint Venture</td>
<td>—</td>
<td>(661)</td>
</tr>
<tr>
<td>(Gain) loss on available for sale debt securities</td>
<td>2,435</td>
<td>—</td>
</tr>
<tr>
<td>Amortization of debt discount and issuance costs</td>
<td>212</td>
<td>—</td>
</tr>
<tr>
<td><strong>Changes in operating assets and liabilities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>(2,315)</td>
<td>—</td>
</tr>
<tr>
<td>Due from the Joint Venture</td>
<td>(972)</td>
<td>(62)</td>
</tr>
<tr>
<td>Income taxes receivable</td>
<td>179</td>
<td>13,292</td>
</tr>
<tr>
<td>Accounts payable and accrued expenses</td>
<td>277</td>
<td>64</td>
</tr>
<tr>
<td>Due to McKesson</td>
<td>48,363</td>
<td>—</td>
</tr>
<tr>
<td>Due to the Joint Venture</td>
<td>3,346</td>
<td>(9,663)</td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) operating activities</strong></td>
<td></td>
<td>3,631</td>
</tr>
</tbody>
</table>

| **Cash flows from investing activities:** |                                   |      |
| Proceeds from sale of interests in Joint Venture |                                   | 4,782 |
| Investment in debt and equity securities of the Joint Venture | (278,875)                        | —     |
| Proceeds from investment in debt and equity securities of the Joint Venture | 3,621                           | —     |
| Investment in the Joint Venture | (609,818)                      | —     |
| **Net cash provided by (used in) investing activities** |                                   | 4,782 |
| **Cash flows from financing activities:** |                                   |      |
| Proceeds from initial public offering, net of issuance costs | 608,679                        | —     |
| Proceeds from issuance of equity component of tangible equity units, net of issuance costs | 232,929                        | —     |
| Proceeds from issuance of debt component of tangible equity units | 45,367                         | —     |
| Payment of loan costs | (1,421)                         | —     |
| Repayment of senior amortizing notes | (3,601)                       | —     |
| Proceeds from exercise of equity awards | 1,159                          | —     |
| Payments to acquire common stock | —                             | (4,782) |
| **Net cash provided by (used in) financing activities** |                                   | (4,782) |
| **Net increase (decrease) in cash, cash equivalents and restricted cash** |                                   | 3,631 |
| Cash, cash equivalents and restricted cash at beginning of period | 3,409                         | —     |
| **Cash, cash equivalents and restricted cash at end of period** |                                   | 3,409 |

See accompanying notes to condensed financial statements.
Change Healthcare Inc.

Notes to Condensed Financial Statements

(unsold and amounts in thousands, except share and per share amounts)

1. Nature of Business and Organization

Organization

Change Healthcare Inc. (the "Company"), a Delaware corporation, was formed on June 22, 2016 to hold an equity investment in Change Healthcare LLC (the "Joint Venture"), a joint venture between the Company and McKesson Corporation ("McKesson"). As of September 30, 2019, the Company and McKesson each owned approximately 41% and 59%, respectively, of the membership interest in the Joint Venture, subject to adjustment based on exercise of equity-based awards or other changes in the number of the Joint Venture's membership units outstanding.

The Transactions

In June 2016, the Company, the Joint Venture, Change Healthcare Holdings, LLC, Change Healthcare Intermediate Holdings, LLC, Change Healthcare Performance, Inc. ("Legacy CHC") and its stockholders—including affiliates of The Blackstone Group, Inc. (formerly known as the Blackstone Group L.P.) ("Blackstone") and Hellman & Friedman LLC entered into an Agreement of Contribution and Sale (the "Contribution Agreement") with McKesson (together with the Company, the "Members"). Under the terms of the Contribution Agreement, the parties agreed to form the Joint Venture, a joint venture that combined the majority of the McKesson Technology Solutions businesses, excluding McKesson’s Enterprise Information Solutions business and RelayHealth Pharmacy Network (such contributed businesses, "Core MTS"); with substantially all of the assets and operations of Legacy CHC, but excluding Legacy CHC’s pharmacy claims switching and prescription routing businesses (such excluded business, the "eRx Network" and the businesses contributed by Legacy CHC, together with Core MTS, the "Contributed Businesses"). The creation of the Joint Venture, including the contribution of the Contributed Businesses and related transactions, is collectively referred to as the "Transactions". The Transactions closed on March 1, 2017.

Amendment of Certificate of Incorporation

Effective June 26, 2019 and in contemplation of its initial public offering of common stock, the Company amended its certificate of incorporation to effect a 126.4 for 1 stock split for all previously issued shares of common stock, to increase the authorized number of common stock, and to authorize shares of preferred stock. Following this amendment, the authorized shares include 9,000,000,000 shares of common stock (par value $0.001 per share), 1 share of Class A stock (par value $0.001 per share), and 900,000,000 shares of preferred stock (par value $0.001 per share). All issued or outstanding shares or related share-based payment arrangement disclosures included herein have been retrospectively adjusted for the stock split.

Initial Public Offering

Effective July 1, 2019, the Company completed its initial public offering of 49,285,713 shares of common stock and a concurrent offering of $750,000 of tangible equity units ("TEUs") for net proceeds of $608,679 and $278,875, respectively. The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for 49,285,713 additional units of the Joint Venture, which together with the Company’s existing holdings represents an approximately 41% interest in the Joint Venture. The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs included in the offering. The Joint Venture, in turn, used the proceeds received from the Company to repay $805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional $85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of $890,000.

2. Basis of Presentation

Principles of Consolidation

The accompanying unaudited condensed financial statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the Securities and Exchange Commission ("SEC") Guidelines, Rules and Regulations and, in the opinion of management, reflect all normal recurring adjustments necessary for a fair presentation of results for the unaudited interim periods presented. Certain information and footnote disclosures normally included in
annual financial statements prepared in accordance with GAAP have been condensed or omitted. The results of operations for the interim period are not necessarily indicative of the results to be obtained for the full fiscal year. All intercompany accounts and transactions have been eliminated in the unaudited condensed financial statements.

**Accounting Estimates**

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The Company bases its estimates on historical experience, current business factors and various other assumptions that the Company believes are necessary to consider in order to form a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of expenses and disclosure of contingent assets and liabilities. The Company is subject to uncertainties such as the impact of future events, economic, environmental and political factors and changes in the Company’s business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of the Company’s financial statements will change as new events occur, as more experience is acquired, and as additional information is obtained and as the Company’s operating environment changes. Changes in estimates are made when circumstances warrant. Such changes in estimates and refinements in estimation methodologies are reflected in the reported results of operations; and if material, the effects of changes in estimates are disclosed in the note to the financial statements. Estimates and assumptions by management affect: the carrying value of the Company’s investments; the provision and benefit for income taxes and related deferred tax accounts; contingencies; and the value attributed to equity awards. Additionally, the Company’s financial statements are impacted by estimations and assumptions made by management that affect the financial statements of the Joint Venture, including: the allowance for doubtful accounts; the fair value assigned to assets acquired and liabilities assumed in business combinations; tax receivable agreement obligations; the fair value of interest rate cap agreement obligations; measurement of the components of tangible equity units; contingent consideration; loss accruals; the carrying value of long-lived assets (excluding goodwill and intangible assets); the classification and measurement of assets held for sale; the amortization period of long-lived assets (excluding goodwill); the carrying value, capitalization and amortization of software development costs; the provision and benefit for income taxes and related deferred tax accounts; certain accrued expenses; revenue recognition; contingencies; and the value attributed to equity awards.

**Tangible Equity Units**

In connection with the initial public offering, the Company completed an offering of tangible equity units (TEUs). Each TEU comprises an amortizing note and purchase contract, both of which are freestanding instruments and separate units of account. The amortizing notes were issued at par and are classified as debt on the accompanying condensed consolidated balance sheet, with scheduled principal payments over the next twelve months reflected in current maturities of long-term debt. The purchase contracts are accounted for as prepaid forward contracts and classified as equity. The TEU proceeds and issuance costs were allocated to the amortizing notes and purchase contracts on a relative fair value basis. See Note 10 for further discussion.

**Other Investments**

The Company holds investments in tangible equity units issued by the Joint Venture with terms that substantially mirror the TSUs issued by the Company. Each TEU comprises an amortizing note and forward purchase contract, both of which are freestanding instruments and separate units of account. The Company accounts for its investment in each component at fair value. Unrealized gains and losses resulting from changes in the fair value of the investment in debt securities are included as a component of other comprehensive income. Unrealized gains and losses resulting from changes in the fair value of the investment in the equity purchase contracts are recorded in current period earnings, in accordance with ASU 2016-01. See Note 11 for further discussion.

**Recently Adopted Accounting Pronouncements**

In April 2019, the Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU")No. 2018-07 on a modified retrospective basis, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Among other provisions, the measurement date for awards to nonemployees was changed from the earlier of the date at which a commitment for performance by the counterparty was reached or the date at which performance was considered complete under the previous guidance to the grant date under this update. Because the Company's equity-based compensation was previously subject to remeasurement at fair value each quarter under previous authoritative literature, the adoption of this update had no material direct effect on the Company's consolidated financial statements. As described in Note 7, however, the adoption of this update changed the relationship between the equity-based compensation and the accounting for the freestanding option (i.e. the Dividend receivable).
Table of Contents

Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

In April 2019, the Joint Venture adopted Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, which replaces most prior general and industry-specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework on a modified retrospective basis. Under this revised framework, a company will recognize revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. As the Company’s operations consist principally of an investment in the Joint Venture, its financial statements reflect no revenue and, accordingly, the Company recognized no direct impact on its financial statements from the adoption of this update. However, upon adoption, the Joint Venture recognized a cumulative effect adjustment to its Members’ deficit. As a result of the impact of the adoption of ASC 606 to the Joint Venture’s Members’ equity (deficit), the Company was required to recognize a proportionate amount of this cumulative effect adjustment to its April 1, 2019 retained earnings as well. The effect is disclosed within a separate caption of the accompanying condensed statement of stockholders’ equity.

Accounting Pronouncements Not Yet Adopted

In June 2016, the FASB issued ASU No. 2016-13, as amended by ASU No. 2018-19, which requires that a financial asset (or group of financial assets) measured at amortized cost be presented at the net amount expected to be collected based on relevant information about past events, including historical experiences, current conditions and reasonable and supportable forecasts that affect the collectibility of the reported amount. This update is scheduled to be effective for the Company beginning April 1, 2021, with early adoption permitted beginning April 1, 2019. The Company is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, which modifies the disclosure requirements for fair value measurements. ASU 2018-13 is effective for public companies for annual and interim periods beginning after December 15, 2019. Early adoption is permitted for either the entire standard or only the provisions that eliminate or modify requirements. The Company is currently assessing the potential effects this update may have on its financial statement disclosures.

3. Equity Method Investment in Change Healthcare LLC

Exchange of Equity Method Investments

In connection with the Transactions, the Company exchanged its 45.615% investment in Legacy CHC for 39% of the membership units of the Joint Venture. The Joint Venture used proceeds from the issuance of debt to acquire the remaining 54.385% of Legacy CHC. The Company accounted for this exchange of investments as a non-monetary transaction at their respective carrying values. Prior to the Transactions, the investors of Legacy CHC accounted for their investments at fair value. As a result, the book basis and fair value of the Company’s investment in Legacy CHC were generally the same such that no gain was recognized as a result of the Transactions.

The fair value of the Joint Venture was determined at March 1, 2017 using a combination of the income and the market valuation approaches. Under the income approach, a discounted cash flow model ("DCF") was used in which cash flows anticipated over several periods, plus a terminal value at the end of that time horizon, are discounted to their present value using an appropriate expected rate of return. The discount rate used for cash flows reflects capital market conditions and the specific risks associated with the business. Under the market approach, valuation multiples of reasonably similar publicly traded companies or guideline companies are applied to the operating data of the subject business to derive the estimated fair value. These valuation approaches are considered a Level 3 fair value measurement. Fair value determination requires complex assumptions and judgment by management in projecting future operating results, selecting guideline companies for comparison, determining appropriate market value multiples, selecting the discount rate to measure the risks inherent in the future cash flows and assessing the business’s life cycle and the competitive trends impacting the business, including considering technical, legal, regulatory, or economic barriers to entry. Any material changes in key assumptions, including failure to meet business plans, deterioration in the financial market, an increase in interest rate or an increase in the cost of equity financing by market participants within the industry or other unanticipated events and circumstances, may affect such estimates.
Change Healthcare Inc.
Notes to Condensed Financial Statements
(unaudited and amounts in thousands, except share and per share amounts)

Additional Ownership Interest

Following the initial public offering, the Company contributed the proceeds of the offering of common stock to the Joint Venture in exchange for 49,285,713 additional units of the Joint Venture, which represented approximately 11% of additional ownership interest. Resulting from the additional ownership interest acquired, the Company measured additional basis differences at July 1, 2019 based on the fair value of the Joint Venture's assets and liabilities as of the date of the initial public offering, and using valuation approaches substantially similar to those used as of the date of the Transactions.

Equity Method Investment in Change Healthcare LLC

The Company accounts for its investment in the Joint Venture using the equity method of accounting. During the three and six months ended September 30, 2019 and 2018, the Company recorded a proportionate share of the earnings from this investment based on its ownership percentage during each respective period, which included transaction and integration related expenses incurred by the Joint Venture and the Company's portion of basis adjustments including amortization expenses associated with equity method intangible assets. These amounts are aggregated and recorded under the caption, "Loss from Equity Method Investment in the Joint Venture" in the accompanying condensed statements of operations.

Summarized financial information of the Joint Venture is as follows:

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<th></th>
<th>Three Months Ended</th>
<th></th>
<th>Six Months Ended</th>
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<td></td>
<td>September 30</td>
<td>2019</td>
<td>2018</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>2019</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>Total revenue</td>
<td>$795,611</td>
<td>$809,190</td>
<td>$1,651,367</td>
<td>$1,623,453</td>
</tr>
<tr>
<td>Cost of operations (exclusive of depreciation and amortization)</td>
<td>$331,234</td>
<td>$327,563</td>
<td>$658,181</td>
<td>$664,993</td>
</tr>
<tr>
<td>Customer postage</td>
<td>$57,110</td>
<td>$62,404</td>
<td>$115,594</td>
<td>$127,962</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$(130)</td>
<td>$113,440</td>
<td>$71,785</td>
<td>$125,946</td>
</tr>
</tbody>
</table>

Subsequent to the Company’s initial public offering of common stock, the Company now has a publicly available indication of the value of its investment in the Joint Venture. The fair value that was derived from trading prices of the Company’s common stock at September 30, 2019 indicated a potential impairment to the carrying value of its investment in the Joint Venture. Accordingly, the Company evaluated its equity method investment for an other-than-temporary impairment ("OTTI"). The Company considered various factors in determining whether an OTTI has occurred, including the Company’s ability and intent to hold the investment, the trading history available, the implied EBITDA valuation multiples compared to public guideline companies, the Joint Venture’s ability to achieve milestones and any notable operational and strategic changes by the Joint Venture. After the evaluation, the Company determined that an OTTI had not occurred as of September 30, 2019 nor as of the date of this quarterly report on Form 10-Q. However, the Company may experience declines in the fair value of its investment in the Joint Venture, and it may determine an impairment loss will be required to be recognized in a future reporting period. Such determination will be based on the prevailing facts and circumstances, including those related to the reported results and disclosures of the Joint Venture as well as from changes in the market price of the Company’s common stock.

In the event the Company obtains a controlling interest in the Joint Venture, the Company will evaluate its investment under the guidance in ASC 805 for a business combination achieved in stages. Upon such a change in control, the Company will restate its investment in the Joint Venture to fair value as of the date that control is obtained and will recognize a gain or loss in its statement of operations for the difference between the carrying value and fair value of its investment.

4. Legal Proceedings

In the ordinary course of business, the Company may become subject to various claims and legal proceedings. The Company is not currently a defendant in any pending litigation.
5. Net Income (Loss) Per Share

The following table sets forth the computation of basic net income (loss) per share of common stock for the periods indicated:

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended September 30, 2019</th>
<th>2018</th>
<th>Six Months Ended September 30, 2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic net income (loss) per share:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net income (loss)</strong></td>
<td>$ (93,935)</td>
<td></td>
<td>$ (131,451)</td>
<td></td>
</tr>
<tr>
<td><strong>Denominator:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weighted average common shares outstanding</td>
<td>123,794,511</td>
<td>75,506,552</td>
<td>99,897,191</td>
<td>75,555,700</td>
</tr>
<tr>
<td>Minimum shares issuable under purchase contracts</td>
<td>18,429,225</td>
<td></td>
<td></td>
<td>9,214,662</td>
</tr>
<tr>
<td>Basic net income (loss) per share</td>
<td>$ (0.66)</td>
<td></td>
<td>$ (1.20)</td>
<td></td>
</tr>
</tbody>
</table>

The calculation of diluted net income (loss) per share has not been presented due to the presence of a net loss for each period.

Due to their antidilutive effect, the following securities have been excluded from diluted net income (loss) per share for the periods indicated:

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended September 30, 2019</th>
<th>2018</th>
<th>Six Months Ended September 30, 2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incremental shares issuable under purchase contracts</td>
<td>3,685,750</td>
<td></td>
<td></td>
<td>4,422,875</td>
</tr>
<tr>
<td>Time-Vesting Options</td>
<td>1,156,510</td>
<td></td>
<td></td>
<td>1,405,556</td>
</tr>
<tr>
<td>Restricted Stock Units</td>
<td>968,745</td>
<td></td>
<td></td>
<td>454,373</td>
</tr>
</tbody>
</table>

6. Income Taxes

The income tax benefit for the three months ended September 30, 2019 and 2018 was $13,620 and $6,783, respectively, which represents an effective tax rate of 12.7% and 26.7%, respectively. The income tax benefit for the six months ended September 30, 2019 and 2018 was $15,804 and $11,584, respectively, which represents an effective tax rate of 19.7% and 24.3%, respectively.

Fluctuations in our reported income tax rates from the statutory rate are primarily due to benefits recognized as a result of certain incentive tax credits resulting from research and experimental expenditures and discrete items recognized in the quarters.

**McKesson Tax Receivable Agreement**

In connection with the closing of the Transactions, the Joint Venture, subsidiaries of McKesson that serve as members of the Joint Venture (the "McK Members"), McKesson and the Company entered into a tax receivable agreement (the "McKesson Tax Receivable Agreement"). The McKesson Tax Receivable Agreement generally provides for the payment by the Joint Venture to the McK Members and it assigns 85% of the net cash tax savings realized (or, in certain circumstances, deemed to be realized) by the Company in periods ending on or after the date on which McKesson ceases to own at least 20% of the outstanding units of the Joint Venture (the "LLC Units") as a result of (i) certain amortizable tax basis in assets transferred to the Joint Venture at the closing of the Transactions and (ii) impacted interest deductions and certain other tax attributes arising from payments under the McKesson Tax Receivable Agreement. Additionally, upon the occurrence of the first exchange of LLC Units by McKesson (or its permitted
transferred), if any, the Company has agreed to enter into an additional tax receivable agreement with the McK Members, pursuant to which the Company would be required to pay to the relevant McK Member 85% of the net cash tax savings, if any, arising from the Company's utilization of (i) certain tax basis increases resulting from the relevant exchange and payments under such additional tax receivable agreement and (ii) imputed interest deductions. The Company may also be required to enter into and make payments under an additional tax receivable agreement with McKesson in certain circumstances.

Because payments under the McKesson Tax Receivable Agreement are contingent upon McKesson's ceasing to own at least 29% of the Joint Venture and such an event was not probable at the inception of the McKesson Tax Receivable Agreement or as of September 30, 2019, no related obligation has been reflected on the accompanying condensed balance sheet.

**Letter Agreement**

The Company, the Joint Venture, McKesson and certain of McKesson’s affiliates have entered into a letter agreement relating to the Contribution Agreement (the "Letter Agreement"). The Letter Agreement addresses miscellaneous tax-related matters, including (i) technical clarifications and modifications to the manner in which the Joint Venture allocates certain items of taxable income, loss and deduction among, and calculates and makes required tax distributions to, its members, (ii) the sharing of certain contingent tax benefits and expenses not addressed by the McKesson Tax Receivable Agreement or the tax matters agreement that the Company will enter into with McKesson in connection with a split-off or split-off transaction (or a combination of the foregoing) that McKesson may, at its election, initiate and complete that would result, among other things, in the acquisition by the Company of all of McKesson’s LLC Units and the issuance by the Company to McKesson and/or McKesson’s security holders of an equal number of shares of its common stock and (iii) procedures applicable in the case of certain tax proceedings. In particular, pursuant to the terms of the Letter Agreement, McKesson may adjust the manner in which depreciation or amortization deductions in respect of assets transferred to the Joint Venture at the closing of the Transactions are allocated among the Company, McKesson and certain of McKesson’s affiliates beyond minimum amounts provided in the LLC Agreement. If an amount of deductions is allocated to the Company in excess of a specified minimum threshold, the Company will be required to make cash payments to McKesson equal to 100% of the tax savings of the Company attributable to such excess deductions for any tax period ending prior to the date on which McKesson ceases to own at least 29% of the outstanding LLC Units of the Joint Venture, after which the terms of the McKesson Tax Receivable Agreement will terminate. As of September 30, 2019, the Company has recorded a liability to McKesson equal to $48,363, which reflects the amount payable for future tax savings the Company anticipates receiving as a result of deductions that are probable to be allocated by McKesson to the Company for the year ended March 31, 2019 and is reflected as Due to McKesson on the consolidated balance sheet.

7. **Fair Value Measurements**

The Company’s assets and liabilities that are measured at fair value on a recurring basis consist of the Company’s Dividend Receivable and Other Investments. The debt component of the tangible equity units issued by the Company is a Level 2 liability measured at fair value on a nonrecurring basis based on available market data and a discounted cash flow analysis (see Note 10). The tables below summarize the Dividend Receivable and Other Investments as of September 30, 2019 and March 31, 2019, aggregated by the level in the fair value hierarchy within which those measurements fall.
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Change Healthcare Inc.
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<table>
<thead>
<tr>
<th>Description</th>
<th>Balance at September 30, 2019</th>
<th>Quoted in Markets Identical (Level 1)</th>
<th>Significant Other Observable Inputs (Level 2)</th>
<th>Significant Unobservable Inputs (Level 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Investments (see Note 11)</td>
<td>$274,391</td>
<td>$—</td>
<td>$274,391</td>
<td>$34,547</td>
</tr>
<tr>
<td>Dividend Receivable</td>
<td>34,547</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Total</td>
<td>$308,938</td>
<td>$—</td>
<td>$274,391</td>
<td>$34,547</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance at March 31, 2019</th>
<th>Quoted in Markets Identical (Level 1)</th>
<th>Significant Other Observable Inputs (Level 2)</th>
<th>Significant Unobservable Inputs (Level 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Investments (see Note 11)</td>
<td>$81,264</td>
<td>$—</td>
<td>$81,264</td>
<td>$81,264</td>
</tr>
<tr>
<td>Dividend Receivable</td>
<td></td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Total</td>
<td>$81,264</td>
<td>$—</td>
<td>$81,264</td>
<td>$81,264</td>
</tr>
</tbody>
</table>

The Company is entitled to receive an additional unit of the Joint Venture for each share of stock issued by the Company. In the case of equity-based awards, the requirement to receive an additional unit of the Joint Venture upon exercise of such awards represents a freestanding derivative. Because the fair value measurement of this derivative involves significant unobservable inputs, the most significant of which is the use of a levered volatility calculation of a peer group of companies, the Company has determined that it represents a Level 3 fair value measurement.

Because the freestanding derivative is directly related to the Company's equity-based compensation awards, the valuation of the derivative is determined to be consistent with the valuation of the underlying equity-based awards (although we use a current period measurement date). As with the equity-based awards, changes in the value of the derivative are generally expected to fluctuate with changes in the value of the Company's common stock.

The following table summarizes the fair value of the freestanding derivative at September 30, 2019 and March 31, 2019, respectively:

<table>
<thead>
<tr>
<th>Fair Values of Derivative Financial Instruments Asset (Liability)</th>
<th>Balance Sheet Location</th>
<th>September 30, 2019</th>
<th>March 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freestanding Option</td>
<td>$34,547</td>
<td>$81,264</td>
<td></td>
</tr>
</tbody>
</table>

Derivative financial instruments not designated as hedging instruments:

Freestanding Option
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Changes Healthcare Inc.
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The following table presents a reconciliation of the fair value of the derivative for which the Company uses significant unobservable inputs:

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended</th>
<th>Six Months Ended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>September 30, 2019</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>Balance at beginning of period</td>
<td>$ 46,807</td>
<td>$ 64,338</td>
</tr>
<tr>
<td>Increase in fair value based on ASC 505 equity-based compensation</td>
<td>—</td>
<td>2,869</td>
</tr>
<tr>
<td>Settlements due to exercise of awards</td>
<td>(1,324)</td>
<td>(660)</td>
</tr>
<tr>
<td>Change in fair value of equity-based awards</td>
<td>(12,936)</td>
<td>—</td>
</tr>
<tr>
<td>Balance at end of period</td>
<td>$ 34,547</td>
<td>$ 66,641</td>
</tr>
</tbody>
</table>

Other Investments

The Company invested in an equity instrument of the Joint Venture on terms that substantially mirror the economics of the TRUs (see Note 16). At September 30, 2019 and March 31, 2019, the Company’s investment in the Joint Venture’s debt securities were classified as “available-for-sale” and its investment in the Joint Venture’s purchase contracts were accounted for as equity securities measured at fair value. Changes in unrealized gains and losses for the Company’s investment in the Joint Venture’s debt securities are recognized as adjustments to other comprehensive income (loss) while changes in unrealized gains and losses for the Company’s investment in the Joint Venture’s purchase contracts are recognized as adjustments to pre-tax income (loss). The fair value measurement of the investments is based on available market data and a discounted cash flow analysis of the Joint Venture’s debt and equity securities for which the Company is investing.

Dividend Receivable

As the dividend receivable was initially received in connection with the contribution of assets to the Joint Venture, the initial fair value was treated as a component of the Company’s contribution of assets and receipt of its investment in the Joint Venture. During the three and six months ended September 30, 2019 and 2018, the Company recognized a decrease in the Dividend Receivable which was recorded as a component of Loss from Equity Method Investment in the Joint Venture. The result was that no net equity-based compensation related to employees of the Joint Venture was recognized in the financial statements of the Company for the three and six months ended September 30, 2019 and 2018.

Following the adoption of FASB ASU No. 2018-07, however, the measurement of equity-based compensation generally becomes fixed at the date of grant such that the fair value of the dividend receivable is no longer correlated with the amount of equity compensation recognized. As a result, following the adoption of FASB ASU No. 2018-07, the Loss from Equity Method Investment in the Joint Venture is subject to variability associated with changes in the fair value of the equity-based awards.
8. Accumulated Other Comprehensive Income (Loss)

The following is a summary of the Company’s proportionate share of the Joint Venture’s accumulated other comprehensive income (loss) balances, net of taxes, as of and for the three and six months ended September 30, 2019 and 2018.

<table>
<thead>
<tr>
<th>Available For Sale Debt Security</th>
<th>Foreign Currency Translation Adjustment</th>
<th>Cash Flow Hedge</th>
<th>Accumulated Other Comprehensive Income (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Balance at March 31, 2018</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cumulative effect of accounting change of the Joint Venture-ASU 2017-12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td>(2,593)</td>
<td></td>
<td>(2,593)</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td></td>
<td>1,206</td>
<td>1,206</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td></td>
<td>(424)</td>
<td>(424)</td>
</tr>
<tr>
<td><strong>Balance at June 30, 2018</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td></td>
<td>566</td>
<td>566</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td></td>
<td>1,866</td>
<td>1,866</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td></td>
<td>(388)</td>
<td>(388)</td>
</tr>
<tr>
<td><strong>Balance at September 30, 2018</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Balance at March 31, 2019</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cumulative effect of accounting change of the Joint Venture-ASU 2018-02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td></td>
<td>226</td>
<td>226</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td></td>
<td>(5,117)</td>
<td>(5,117)</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td></td>
<td>(314)</td>
<td>(314)</td>
</tr>
<tr>
<td><strong>Balance at June 30, 2019</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrealized gain (loss) on available for sale debt securities of the Joint Venture</td>
<td></td>
<td>(1,339)</td>
<td>(6,700)</td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td></td>
<td>1,583</td>
<td>1,583</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td></td>
<td>(1,569)</td>
<td>(1,569)</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td></td>
<td>192</td>
<td>192</td>
</tr>
<tr>
<td><strong>Balance at September 30, 2019</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Effective April 1, 2018, the Joint Venture adopted FASB ASU No. 2017-12, which significantly changed the framework by which hedge accounting is recognized, presented and disclosed in the Joint Venture’s financial statements. The adoption of this update by the Joint Venture resulted in a reclassification between its accumulated other comprehensive income (loss) and accumulated earnings (deficit).

Effective April 1, 2019, the Joint Venture adopted FASB ASU No. 2018-02, which allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017. The adoption of this update resulted in a reclassification between accumulated other comprehensive income (loss) and accumulated earnings (deficit).
9. Equity Based Compensation

Effective as of the Company's initial public offering, the Company adopted the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the "Omnibus Incentive Plan") pursuant to which 25.0 million shares of the Company's common stock have been reserved for issuance to employees, directors and consultants of the Company, the Joint Venture and its affiliates.

In connection with the Omnibus Incentive Plan, the Company, during the three and six months ended September 30, 2019, granted to the Joint Venture's employees and directors one or a combination of time-vesting restricted stock units (RSUs), time-vesting deferred stock units, performance stock units, and cash settled restricted stock units under vesting terms that generally vary from one to four years from the date of grant. Each of these instruments is described below.

Restricted Stock Units ("RSUs")—The Company granted 4,436,758 RSUs during the three and six months ended September 30, 2019. The RSUs are subject to either a graded vesting schedule over four years, or a one or four year cliff vesting schedule, depending on the terms of the specific award. Upon vesting, the RSUs are exchanged for shares of the Company's common stock.

Performance Stock Units ("PSUs")—The Company granted 1,679,621 PSUs during the three and six months ended September 30, 2019. The PSUs consist of two tranches, one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual revenue growth rate over a three year period in comparison to a target percentage and one for which the quantity of awards expected to vest varies based on the Joint Venture's compound annual Adjusted EBITDA growth rate over a three year period in comparison to a target percentage. The awards earned upon satisfaction of the performance conditions become vested on the fourth anniversary of the vesting commencement date of the award (i.e. continued service is required beyond the satisfaction of the performance condition prior to vesting). The Joint Venture recognizes compensation expense for the PSUs based on the number of awards that are considered probable to vest. Recognition of expense is based on the probability of achievement of performance targets and is periodically reevaluated.

Cash Settled Restricted Stock Units ("CSRSUs")—The Company granted 597,036 CSRSUs during the three and six months ended September 30, 2019. The CSRSUs are expected to vest ratably over three years. Upon vesting, however, the Company is required to pay cash in settlement of such CSRSUs based on their fair value at the date such CSRSUs vest.

Deferred Stock Units ("DSUs")—The Company granted 45,704 DSUs during the three and six months ended September 30, 2019. The DSUs vest 100% upon the one-year anniversary of the date of grant. Unlike the RSUs, however, the DSUs are exchanged for shares of the Company's common stock only following the participant's separation from service.

During the three and six months ended September 30, 2019, the Joint Venture recognized compensation expense of $6,096 related to awards granted under the Omnibus Incentive Plan. At September 30, 2019, aggregate unrecognized compensation expense of the Joint Venture related to the awards granted under the Omnibus Incentive Plan was $87,211.

10. Tangible Equity Units

In July 2019, the Company completed its offering of 5,750,000 TEUs. Total proceeds, net of underwriting discounts, were $278,875. Each TEU, which has a stated amount of $50, is comprised of a stock purchase contract and a senior amortizing note due June 30, 2022. The Company allocated the proceeds from the issuance of the TEUs to equity and debt based on the relative fair values of the respective components of each TEU. The value allocated to the stock purchase contracts is reflected net of issuance costs in additional paid in capital. The value allocated to the senior amortizing notes is reflected in debt on the accompanying balance sheet, with payments expected in the next twelve months reflected in current maturities of long-term debt. Issuance costs, reflected as a reduction of the face amount of the amortizing notes, are being accreted to the face amount of the debt under the effective interest method.
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The aggregate values assigned upon issuance of the TEUs, based on the relative fair value of the respective components of each TEU, were as follows:

<table>
<thead>
<tr>
<th></th>
<th>Equity Component</th>
<th>Debt Component</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per TEU</td>
<td>$41,7622</td>
<td>$8,2378</td>
<td>$50,00</td>
</tr>
<tr>
<td>Gross proceeds</td>
<td>240,133</td>
<td>47,367</td>
<td>287,500</td>
</tr>
<tr>
<td>Issuance costs</td>
<td>(7,204)</td>
<td>(1,421)</td>
<td>(8,625)</td>
</tr>
<tr>
<td>Net proceeds</td>
<td>$232,929</td>
<td>$45,946</td>
<td>$278,875</td>
</tr>
</tbody>
</table>

Each senior amortizing note has an initial principal amount of $8,2378 and bears interest at 5.5% per year. On each March 30, June 30, September 30 and December 30, the Company pays equal quarterly cash installments of $0.7590 per amortizing note (except for the September 30, 2019 installment payment, which was $0.3417 per amortizing note). Each installment constitutes a payment of interest and partial payment of principal. The carrying value and fair value of the senior amortizing notes as of September 30, 2019 was $42,937 and $43,896, respectively. Unless settled earlier, each purchase contract will automatically settle on June 30, 2022. The Company will deliver between a minimum of 18,429,325 shares and a maximum of 22,115,075 shares of the Company’s common stock, subject to adjustment, based on the Applicable Market Value (as defined below) of the Company’s common stock as described below:

- If the Applicable Market Value is greater than $15.60 per share, holders will receive 3.2051 shares of common stock per purchase contract.
- If the Applicable Market Value is less than or equal to $15.60 per share but greater than or equal to $13.00 per share, the holder will receive a number of shares of the Company’s common stock per purchase contract equal to $50, divided by the Applicable Market Value; and
- If the Applicable Market Value is less than $13.00 per share, the holder will receive 3.8461 shares of common stock per purchase contract.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of the Company’s common stock over the twenty consecutive trading day period immediately preceding the balance sheet date, or June 30, 2022, for settlement of the stock purchase contracts.

The TEUs have a dilutive effect on the Company’s net income (loss) per share. The 18,429,325 minimum shares to be issued are included in the calculation of basic net income (loss) per share. The difference between the minimum shares and the maximum shares are potentially dilutive securities, and accordingly, are included in the Company’s diluted net income (loss) per share on a pro rata basis to the extent the Applicable Market Value is higher than $13.00 but is less than $15.60 at period end.
11. Other Investments

The proceeds of the offering of TEOs were used to acquire TEOs of the Joint Venture that substantially mirror the terms of the TEOs included in the offering. Under these mirrored arrangements, the Joint Venture is required to make cash payments or to transfer LLC Units to the Company pursuant to the terms of its TEOs. The Company accounts for these mirror arrangements as investments in debt and equity securities.

At September 30, 2019 and March 31, 2019, the Company’s investment in debt securities are classified as “available-for-sale” and its investment in forward purchase contracts are considered equity securities measured at fair value. Changes in unrealized gains and losses for the Company’s debt securities are recognized as adjustments to other comprehensive income (loss) while changes in unrealized gains and losses for the Company’s investment in forward purchase contracts are recognized as adjustments to pre-tax income (loss).

A summary of the Company’s other investments at September 30, 2019 and March 31, 2019 is summarized in the tables that follow.

<table>
<thead>
<tr>
<th>September 30, 2019</th>
<th>Unrealized Amounts</th>
<th>Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amortized Costs</td>
<td>Gains</td>
</tr>
<tr>
<td>Debt Securities</td>
<td>$ 42,326</td>
<td>$ 1,571</td>
</tr>
<tr>
<td>Forward Purchase Contracts (Level 2)</td>
<td>$232,929</td>
<td>$ ---</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amounts classified within current assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amounts classified within Other investments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>March 31, 2019</th>
<th>Unrealized Amounts</th>
<th>Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Securities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forward Purchase Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amounts classified within current assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amounts classified within Other investments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scheduled maturities of investments in debt securities at September 30, 2019 were as follows:

<table>
<thead>
<tr>
<th>Maturity</th>
<th>Amortized Cost</th>
<th>Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due in one year or less</td>
<td>$ 15,154</td>
<td>$ 15,154</td>
</tr>
<tr>
<td>Due after one year through five years</td>
<td>$ 27,172</td>
<td>28,742</td>
</tr>
<tr>
<td>Due after five years through ten years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due after ten years</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 42,326</td>
<td>$ 43,696</td>
</tr>
</tbody>
</table>
Change Healthcare Inc.
Notes to Condensed Financial Statements
(UNAUDITED AND AMOUNTS IN THOUSANDS, EXCEPT SHARE AND PER SHARE AMOUNTS)

The portion of unrealized gains and losses for each period related to equity securities still held at each reporting date is calculated as follows:

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended September 30</th>
<th>Six Months Ended September 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019 2018</td>
<td>2019 2018</td>
</tr>
<tr>
<td>Net gains and losses recognized during the period on equity securities</td>
<td>$ (2,435) $ ---</td>
<td>$ (2,435) $ ---</td>
</tr>
<tr>
<td>Loss: Net gains and losses recognized during the period on equity securities sold during the period</td>
<td>--- ---</td>
<td>--- ---</td>
</tr>
<tr>
<td>Unrealized gains and losses recognized during the reporting period on equity securities still held at the reporting date</td>
<td>$ (2,435) $ ---</td>
<td>$ (2,435) $ ---</td>
</tr>
</tbody>
</table>

12. Subsequent Events

Agreement to Sell Office Property

In October 2019, the Joint Venture executed an agreement for the sale of its Alpharetta, GA office property for gross proceeds of approximately $31,500. The sale is expected to be completed during the third quarter of the Joint Venture’s fiscal year. While the Joint Venture expects to recognize a gain of an immaterial amount as a result of this transaction, the Company expects, as a result of the write-off of basis differences associated with this office property, to recognize a loss within its Loss from equity method investment in the Joint Venture of approximately $16,600.
ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the financial condition and results of operations of Change Healthcare Inc. and Change Healthcare LLC is provided as a supplement to, and should be read in conjunction with, Change Healthcare Inc.’s and Change Healthcare LLC’s audited financial statements and the accompanying notes as well as the “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in Change Healthcare Inc.’s Registration Statement on Form S-1 (File No. 333-230345), as well as the unaudited consolidated financial statements and the related notes presented in Part I, Item 1 of this Quarterly Report for the quarter ended September 30, 2019 (“Quarterly Report”).

In addition to historical data, this discussion contains forward-looking statements about the business, operations and financial performance of Change Healthcare Inc. and Change Healthcare LLC based on current expectations that involve risks, uncertainties and assumptions. Actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including but not limited to those discussed below in “Cautionary Notice Regarding Forward-Looking Statements,” and Part II, Item 1A, “Risk Factors.”

References in this discussion and analysis to “Change Healthcare Inc.” refer to Change Healthcare Inc. and not to any of its subsidiaries. References in this discussion and analysis to the Joint Venture refer to Change Healthcare LLC and its direct and indirect subsidiaries.

Recent Developments

Effective June 26, 2019, Change Healthcare Inc.’s Registration Statement on Form S-1 for the initial public offering of 49.3 million shares of common stock and the concurrent offering of 5.75 million tangible equity units ("TEUs") was declared effective by the Securities and Exchange Commission ("SEC") and Change Healthcare Inc. subsequently amended its charter to authorize 9 billion shares of common stock and effected a 126.4 for 1 split of its common stock. Change Healthcare Inc.’s common stock and TEUs began trading the next day on the NASDAQ under the CHNG and CHNGU ticker symbols, respectively.

The offerings of common stock and TEUs were consummated on July 1, 2019 and resulted in Change Healthcare Inc. receiving net proceeds of $608.7 million and $278.9 million respectively, before consideration of offering costs paid subsequent to the offering from available cash. The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for 49.3 million additional units of the Joint Venture, thereby resulting in an additional ownership in the Joint Venture of approximately 11%. The proceeds of the offering of TEUs were used to acquire TEUs of the Joint Venture that substantially mirror the terms of the TEUs issued by Change Healthcare Inc. in the offering. The Joint Venture, in turn, used the proceeds received from Change Healthcare Inc. to repay $805.0 million of its indebtedness under the Term Loan Facility (as defined herein) without penalty in July 2019.

In July 2019, the Joint Venture amended its Revolving Credit Facility (as defined herein), the primary effects of which were to increase the maximum amount that can be borrowed from $500.0 million to $785.0 million and to extend the maturity date until March 1, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds $1.1 billion on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023.

Change Healthcare Inc.

Overview

Change Healthcare Inc. (formerly HCIT Holdings, Inc.), a Delaware corporation, was formed on June 22, 2016 to hold an equity investment in Change Healthcare LLC, a joint venture between Change Healthcare Inc. and McKesson Corporation ("McKesson"), which we refer to as the Joint Venture. Each of Change Healthcare Inc. and McKesson holds a 50% voting interest in the Joint Venture, with equal representation on the Joint Venture’s board of directors and with all major operating, investing and financial activities requiring the consent of both members. As a result, Change Healthcare Inc. accounts for this investment using the equity method of accounting.

Change Healthcare Inc. has no substantive assets apart from its investment in the Joint Venture. As a result, Change Healthcare Inc. believes the financial statements of the Joint Venture are more relevant to an investor than Change Healthcare Inc.’s financial statements as they include greater detail regarding the financial condition and results of operations of the business.
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Key Components of Change Healthcare Inc.'s Results of Operations

Loss from Equity Method Investment in the Joint Venture

Loss from equity method investment in the Joint Venture generally represents Change Healthcare Inc.'s proportionate share of the income or loss from this investment, including basis adjustments related to amortization expense associated with equity method intangible assets, property and equipment, deferred revenue and other items.

Loss from equity method investment in the Joint Venture was $56.2 million and $25.6 million for the three months ended September 30, 2019 and 2018, respectively. The loss from equity method investment in the Joint Venture increased as a result of incremental basis difference amortization due to the additional units of the Joint Venture that were acquired using the proceeds of the initial public offering, combined with lower operating profits at the Joint Venture in the current quarter when compared to the same quarter in the prior year, primarily due to the gain recognized from the sale of the Joint Venture’s extended care business during the three months ended September 30, 2018.

Loss from equity method investment in the Joint Venture was $95.7 million and $48.3 million for the six months ended September 30, 2019 and 2018, respectively. The loss from equity method investment in the Joint Venture for the six months ended September 30, 2019 was discretely affected by the Joint Venture’s adoption of Financial Accounting Standards Board (“FASB”) Accounting Standards Codification No. 606 (“ASC 606”) and Change Healthcare Inc.'s adoption of FASB Accounting Standards Update No. 2014-09 (“ASU 2014-09”). The loss from equity method investment in the Joint Venture was decreased by approximately $17.6 million as a result of the continuing effect of the adoption of ASC 606 and was increased by approximately $45.4 million as a result of changes in the fair value of its dividend receivable following the adoption of ASU 2014-09.

General and Administrative Expense and Management Fees

In addition to its income (loss) from its equity method investment in the Joint Venture, Change Healthcare Inc. may also periodically incur certain other operating expenses, including professional service fees, general liability insurance, and other fees associated with being an SEC registrant.

To the extent any such fees Change Healthcare Inc. incurs are required to facilitate or maintain its status as a public company, however, the limited liability company agreement of the Joint Venture (the "LLC Agreement") contemplates that Change Healthcare Inc. be reimbursed for such costs by the Joint Venture. Such reimbursements are classified as management fees within Change Healthcare Inc.'s statements of operations.

Gain (Loss) on Sale of Interests in the Joint Venture

Under the terms of the LLC Agreement, Change Healthcare Inc. and the Joint Venture agreed to cooperate to ensure a 1:1 ratio of outstanding shares of common stock of Change Healthcare Inc. to the units of the Joint Venture ("LLC Units") held by Change Healthcare Inc. as long as the subsidiaries of McKesson that serve as members of the Joint Venture (the "McK Members") hold LLC Units. This provision requires that Change Healthcare Inc. be issued an additional LLC Unit for each share of common stock that Change Healthcare Inc. issues. Similarly, for any share that Change Healthcare Inc. repurchases, the Joint Venture is likewise required to repurchase a respective LLC Unit from Change Healthcare Inc. In this latter case, the repurchase by the Joint Venture of LLC Unit(s) from Change Healthcare Inc. results in a gain or loss to Change Healthcare Inc. equal to the difference in the fair value of such LLC Units and the proportionate carrying value of Change Healthcare Inc.'s investment in the Joint Venture associated with such repurchased LLC Units.

Income Taxes

As the Joint Venture is treated as a partnership for income tax purposes, Change Healthcare Inc. is subject to income taxes for its allocable portion of the Joint Venture’s taxable income. The income tax benefit was $13.6 million and $6.8 million (which resulted in effective income tax rates of 12.7% and 26.7%) for the three months ended September 30, 2019 and 2018, respectively. The income tax benefit was $15.8 million and $11.6 million (which resulted in effective income tax rates of 18.7% and 24.3%) for the six months ended September 30, 2019 and 2018, respectively.

In connection with the closing of the Transactions, the Joint Venture, subsidiaries of McKesson that serve as members of the Joint Venture (the "McK Members"), McKesson and the Company entered into a tax receivable agreement (the "McKesson Tax Receivable Agreement"). Additionally, the Company, the Joint Venture, McKesson and certain of McKesson’s affiliates have entered into a letter agreement relating to the Contribution Agreement (the "Letter Agreement"). The McKesson Tax Receivable Agreement and the Letter Agreement contemplate payments from the Company to the McK Members or to McKesson based upon certain criteria.
as outlined in Note 6, Income Taxes. In the three months ended September 30, 2019 the Company has recorded a liability to McKesson equal to $48.4 million, which reflects the amount payable for future tax savings the Company anticipates receiving as a result of deductions that are probable to be allocated by McKesson to the Company for the year ended March 31, 2019.

Liquidity and Capital Resources

Overview

Change Healthcare Inc.'s primary source of liquidity consists of distributions or advances from the Joint Venture. To the extent that Change Healthcare Inc. requires additional funds, Change Healthcare Inc. may need to raise funds through subsequent debt or equity financing.

Change Healthcare Inc. has not incurred, nor does it expect to incur, significant capital expenditures in the normal course of business or to pursue acquisition opportunities other than through the Joint Venture.

Off-Balance Sheet Arrangements

As of September 30, 2019, Change Healthcare Inc. had no off-balance sheet arrangements.

Recent Accounting Pronouncements

See Note 2, Basis of Presentation, within Change Healthcare Inc.'s financial statements appearing elsewhere in this Quarterly Report for information about recent accounting pronouncements and the potential impact on Change Healthcare Inc.'s financial statements.

Critical Accounting Estimates

The preparation of financial statements in accordance with United States generally accepted accounting principles ("GAAP") requires Change Healthcare Inc. to make estimates and assumptions that affect reported amounts and related disclosures. Change Healthcare Inc. considers an accounting estimate to be critical if:

• it requires assumptions to be made that were uncertain at the time the estimate was made; and

• changes in the estimate or different estimates that could have been made could have a material impact on Change Healthcare Inc.'s results of operations and financial condition.

As disclosed in Note 2, Summary of Significant Accounting Policies, in Change Healthcare Inc.'s Registration Statement on Form S-1 (333-230345), Change Healthcare Inc. evaluates its equity method investment for impairment review whenever an event or change in circumstances occurs that may have a significant adverse impact on the carrying value of the investment. If a loss in value occurs that is deemed to be other than temporary, an impairment loss would be recognized.

Subsequent to the IPO, Change Healthcare Inc. now has a publicly available indication of the value of its investment in the Joint Venture. Accordingly, Change Healthcare Inc. evaluated its equity method investment for an other-than-temporary impairment ("OTTI"). Change Healthcare Inc. considered various factors in determining whether an OTTI had occurred, including Change Healthcare Inc.'s ability and intent to hold the investment, the trading history available, the implied EBITDA valuation multiples compared to public guideline companies, and the Joint Venture's ability to achieve milestones and any operational and strategic changes by the Joint Venture that might have negatively impacted the fair value. After the evaluation, Change Healthcare Inc. determined that an OTTI had not occurred as of September 30, 2019 or as of the date of this quarterly report on Form 10-Q. However, the Joint Venture may experience declines in its fair value, and Change Healthcare Inc. may determine an impairment loss will be required to be recognized in a future reporting period. Such determination will be based on the prevailing facts and circumstances, including those related to the reported results and disclosures of the Joint Venture, as well as changes in the market price of Change Healthcare Inc.'s common stock.

Change Healthcare Inc.'s investments in the debt and equity securities of the Joint Venture are reported at fair value. The measurement of these investments is impacted by changes in market interest rates, as well as factors that impact the underlying value of the Joint Venture's equity. See Note 11 for further discussion.
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Change Healthcare Inc. believes the current assumptions and other considerations used to estimate amounts reflected in Change Healthcare Inc.'s financial statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in Change Healthcare Inc.'s financial statements, the resulting changes could have a material adverse effect on Change Healthcare Inc.'s results of operations and financial condition.

See Note 2, Summary of Significant Accounting Policies, within Change Healthcare Inc.'s financial statements appearing in the Registration Statement on Form S-1 (333-230315) for information about Change Healthcare Inc.’s other critical accounting policies.

Quantitative and Qualitative Disclosure of Market Risk

As Change Healthcare Inc. has no substantive assets or operations apart from its investment in the Joint Venture, Change Healthcare Inc. does not believe that it has significant market risk.

Summary Disclosures about Contractual Obligations and Commercial Commitments

During the three months ended September 30, 2019, Change Healthcare Inc. issued 7EBUs comprised of a stock purchase contract and a senior amortizing note due June 30, 2022. See Note 10, Tangible Equity Units. Change Healthcare Inc. has no other ongoing contractual obligations or commercial commitments as of September 30, 2019.

Change Healthcare LLC

Overview

The Joint Venture is a leading independent healthcare technology company, formed through the combination of substantially all of the businesses of Change Healthcare Performance, Inc. (formerly Change Healthcare, Inc.) ("Legacy CHC") and a majority of the McKesson Technology Solutions business ("Core MTS"), which was completed on March 1, 2017. The Joint Venture offers a comprehensive suite of software, analytics, technology enabled services and network solutions that drive improved results in the complex workflows of healthcare system payers and providers. The Joint Venture's solutions are designed to improve clinical decision making, simplify billing, collection and payment processes and enable a better patient experience.

The Joint Venture offers comprehensive end-to-end solutions with modular capabilities to address its customers' needs. Working with its customers to analyze workflows before, during and after care has been delivered to patients, the Joint Venture designs and commercializes innovative solutions for various points in the healthcare delivery timeline. The Joint Venture's offerings range from discrete data and analytics solutions to broad enterprise-wide solutions, which include workflow software and technology-enabled services that help its customers achieve their operational objectives.

The Joint Venture's Intelligent Healthcare Network was created to facilitate the transfer of data among participants and is one of the largest clinical and financial healthcare networks in the United States. In the fiscal year ended March 31, 2018, Change Healthcare facilitated nearly 14 billion healthcare transactions and approximately $1 trillion in adjudicated claims or approximately one-third of all U.S. healthcare expenditures. The Joint Venture serves the vast majority of U.S. payers and providers. The Joint Venture’s customer base includes approximately 2,200 government and commercial payer connections, 900,000 physicians, 118,000 dentists, 33,000 pharmacists, 5,500 hospitals and 600 laboratories. This network transacts clinical records for over 112 million unique patients, more than one-third of the estimated total U.S. population. With insights gained from its pervasive network, extensive applications and analytics portfolio and its services operations, the Joint Venture has designed analytics solutions that include industry-leading and trusted franchises supported by extensive intellectual property and regularly updated content.

In addition to the advantages of scale, the Joint Venture believes it offers the collaborative benefits of a mission-critical partner. The Joint Venture seeks enduring relationships with each customer through solutions embedded in their complex daily workflows that deliver measurable results. The Joint Venture’s customer retention rate for its top 50 provider and top 50 payer customers for the fiscal year ended March 31, 2019 was 100%. The Joint Venture believes its size, scale, thought leadership and presence across the healthcare ecosystem help make it a preferred partner for innovative technology companies and industry associations focused on driving standardization and efficiencies in the healthcare industry.

Segments

The Joint Venture reports its financial results in the following three reportable segments: Software and Analytics, Network Solutions and Technology-Enabled Services.
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- Software and Analytics provides software and analytics solutions for financial performance, payment accuracy, clinical decision management, value-based payment, provider and consumer engagement, and imaging and clinical workflow.
- Network Solutions enables financial, administrative, and clinical transactions, electronic business-to-business and consumer-to-business payments, and aggregation and analytics of clinical and financial data.
- Technology-Enabled Services provides solutions for financial and administrative management, value-based care, communication and payment, pharmacy benefits administration, and healthcare consulting.

In April 2019, the Joint Venture made certain changes in the way that it manages its business and allocates costs. Specifically, the Joint Venture made the following changes:

- Moved its consumer payments solution from the Network Solutions reportable segment to the Technology-enabled Services reportable segment.
- Moved its consumer engagement solutions from the Software and Analytics reportable segment to the Network Solutions reportable segment.
- Made certain changes in the way that costs are assigned to reportable segments.

The presentation of revenue and Adjusted EBITDA included within this management’s discussion and analysis of financial condition and results of operations has been retrospectively adjusted for all periods presented to reflect the above described changes.

Factors Affecting Change Healthcare’s Results of Operations

The following are certain key factors that affect, will affect, or have recently affected, the Joint Venture’s results of operations:

Post- Contribution Cost Synergies

In connection with the Transactions, the Joint Venture identified opportunities to implement certain cost synergies based on its analyses of existing operating structures, estimated spend by category, its resource requirements and industry benchmarks for similar activities. The Joint Venture expects such cost synergies to include, among others, (i) product integration, network efficiencies and combining common products; (ii) procurement savings from the elimination of duplicate orders, leveraging scale, and optimization of providers; (iii) utilization of global talent; and (iv) reduction of management redundancies and duplicative roles.

By the end of the fourth year following the combination of Legacy CHC and Core MTS, the Joint Venture expects to have implemented operational initiatives to fully realize these synergies, which are expected to result in significant annual run-rate cost savings and efficiencies. The Joint Venture has incurred significant non-recurring expenses and expects to continue to incur such expenses in order to achieve these cost synergies.

Macroeconomic and Industry Trends

The healthcare industry is highly regulated and subject to frequently changing complex regulatory and other requirements. For example, ongoing healthcare reform has significantly affected the healthcare regulatory environment by changing how healthcare services are covered, delivered, and reimbursed through coverage expansion, reduced federal healthcare program spending, increased efforts to link federal healthcare program payments to quality and efficiency and insurance market reforms. The number of states that will ultimately participate in some form of Medicaid expansion and the future of mandated coverage for individuals is not yet clear. If the Patient Protection and Affordable Care Act (collectively, the “ACA”) is repealed or significantly modified, such repeal or modification, any alternative reforms adopted in its place or the failure to adopt alternative reforms may have a material impact on the Joint Venture’s business. For example, since many of the Joint Venture’s products and services include solutions designed to assist customers in effectively navigating the shift to value-based healthcare, the elimination of, or significant reductions to, the ACA’s various value-based healthcare initiatives may adversely impact the Joint Venture’s business. While the specific regulatory instruments and tactics used to implement reforms may change in the future, the Joint Venture expects that the pervasive focus on improving coverage, efficiency and quality and related needs for payers and providers to optimize performance and reduce costs will continue.

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Revenue Convergence
In April 2019, the Joint Venture adopted Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, which replaces most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework.

The Joint Venture adopted ASC 606 using the modified retrospective transition method applied only to contracts that were not completed as of the date of initial application. The adoption of ASC 606 resulted in a cumulative effect adjustment to reduce members’ equity (deficit) as of April 1, 2019 by $159.9 million. After assessing all potential impacts of adopting the new standard on its consolidated financial statements, related disclosures, and necessary control and process changes, the Joint Venture noted the following to be the most notable impacts of adopting the new standard:

- Revenue for certain contingent fee service arrangements will be accelerated as revenue for these arrangements is recognized as the services are performed.
- Revenue related to certain time-based software and content license agreements will be accelerated. The license component for certain time-based software will be recognized upon delivery to the customer ("point in time"), or in the case of software that requires significant production, modification or customization, recognized as the implementation work is performed. A non-license component (e.g., technical support) will be recognized over the respective contract terms ("over time").
- Incremental costs to obtain contracts and qualifying costs to fulfill will be capitalized and amortized over the period of benefit. The net result of this change was an increase to capitalized contract costs on the balance sheet; these capitalized costs will be amortized and recognized as expense over an incrementally longer period of time.

Refer to Note 2, Basis of Presentation, in the unaudited condensed financial statements of the Joint Venture included as Exhibit 99.1 to this Quarterly Report for a full description of the impact of the adoption of ASC 606 on the Joint Venture’s financial statements.

Equity-based Compensation
Change Healthcare Inc. grants equity-based awards of Change Healthcare Inc. common stock to certain employees, officers and directors of Change Healthcare Inc. and the Joint Venture. For grants to employees, equity-based awards are generally measured at the date of grant and recognized as expense over each employee’s service period. Because the Joint Venture’s employees are not considered employees of Change Healthcare Inc., however, prior to the adoption of FASB ASU No. 2018-07 on April 1, 2019, the Joint Venture was generally required to re-measure these equity-based awards at fair value each quarter until the earlier of the completion of required service or the performance commitment date. As a result, the Joint Venture’s results of operations have historically reflected volatility from the periodic re-measurement of its equity-based awards.

In April 2019, the Joint Venture adopted FASB ASU No. 2018-07, the effect of which is to require that equity awards to non-employees be treated similarly to awards to employees. As a result, the Joint Venture expects to significantly lessen the volatility on equity-based compensation that has historically resulted from changes in the fair value of the underlying stock of Change Healthcare Inc., stock price volatility among its peer companies, changes in interest rates and the passage of time.

In connection with the initial public offering, the Board of Directors adopted, and the stockholders approved, the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the "Omnibus Incentive Plan"), which became effective as of the date of the IPO. The purpose of our Omnibus Incentive Plan is to provide a means through which to attract and retain key personnel and to provide a means whereby our directors, officers, employees, consultants and advisors (and those of the Joint Venture and its subsidiaries) can acquire and maintain an equity interest in us or be paid incentive compensation. The Omnibus Incentive Plan allows us to implement a new market-based long-term incentive program to align our executive compensation package with similarly situated public companies.

As part of the 2019 Omnibus Incentive Plan, the Board of Directors may, from time to time, grant awards to one or more eligible persons. All awards granted under the Plan shall vest and become exercisable in such manner and on such dates or upon such events as determined by the Board of Directors, including attainment of performance conditions. Each award granted under the Omnibus Incentive Plan shall be evidenced by an award agreement, which agreement need not be the same for each participant.

Refer to Note 11, Equity Based Compensation, in the unaudited condensed financial statements of the Joint Venture included as Exhibit 99.1 to this Quarterly Report for a full description of the new awards included in the long-term incentive program.
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Acquisitions and Divestitures

The Joint Venture actively evaluates opportunities to improve and expand its business through targeted acquisitions that are consistent with its strategy. On occasion, the Joint Venture also may dispose of certain components of its business that no longer fit within its overall strategy. Because of the Joint Venture’s acquisition and divestiture activity, as well as the shifting revenue mix of its business due to this activity, the Joint Venture’s results of operations may not be directly comparable among periods.

In July 2018, certain of the Joint Venture’s affiliates sold all of the membership interests in the Joint Venture’s extended care business (a component of the software and analytics reportable segment) for net cash proceeds of $159.9 million.

Income Taxes

The Joint Venture’s effective income tax rate is affected by several factors. The following table and subsequent commentary reconciles the Joint Venture’s federal statutory rate to its effective income tax rate and the subsequent commentary describes the more significant of the reconciling factors:

<table>
<thead>
<tr>
<th>Six Months Ended</th>
<th>Six Months Ended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>Statutory U.S. federal tax rate</td>
<td>21.00%</td>
</tr>
<tr>
<td>State income taxes (net of federal benefit)</td>
<td>0.13</td>
</tr>
<tr>
<td>Income passed through to Members</td>
<td>(16.39)</td>
</tr>
<tr>
<td>Change in valuation allowance</td>
<td>(4.58)</td>
</tr>
<tr>
<td>Research and development credits (net of uncertain tax positions)</td>
<td>(2.29)</td>
</tr>
<tr>
<td>Return to provision adjustments</td>
<td>1.29</td>
</tr>
<tr>
<td>Other</td>
<td>4.29</td>
</tr>
<tr>
<td>Effective income tax rate</td>
<td>3.45%</td>
</tr>
</tbody>
</table>

State Income Taxes—The Joint Venture’s effective tax rate for state income taxes is generally impacted by changes in its apportionment.

Income Passed through to Members—Certain of the Joint Venture’s subsidiaries are organized as limited liability corporations and report income that is distributed to the Members where it is subject to income taxes.

Change in tax liability on outside basis difference of foreign subsidiary—The Joint Venture records tax expense or benefit related to undistributed earnings in a foreign subsidiary for the change in the amount of excess of book basis over tax basis in the subsidiary.

Change in Valuation Allowance—The Joint Venture records valuation allowances or reverses existing valuation allowances related to assumed future income tax benefits depending on circumstances and factors related to its business. During the six months ended September 30, 2019, the Joint Venture released a valuation allowance related to prior deferred tax assets as a result of its change in judgment resulting from forecasted earnings and tax planning strategies that provide for future taxable income in the relevant jurisdictions.

Research and development credits (net of uncertain tax position liability)—The Joint Venture records credits against income taxes for certain research and development expenditures in the U.S. and Canada net of the portion that is estimated to be included in Change Healthcare Inc.'s unrecognized tax benefits.
Qualified McKesson Exit

In connection with a Qualified McKesson Exit, we anticipate that Change Healthcare Inc. will acquire the interest in the Joint Venture that it did not own prior to such transaction. As a result, in periods following the Qualified McKesson Exit, Change Healthcare LLC is expected to be a wholly-owned subsidiary of Change Healthcare Inc., and Change Healthcare Inc. will consolidate the financial position and results of Change Healthcare LLC in its financial statements.

Change Healthcare Inc. expects to account for the Qualified McKesson Exit and related transactions as a business combination achieved in stages in accordance with the FASB Accounting Standards Codification Business Combinations Topic, resulting in a new basis of accounting. As a result, Change Healthcare Inc. will be required to re-measure its investment in the Joint Venture to fair value as of the date that control is obtained and will recognize a gain or loss in its statement of operations for the difference in the carrying value and fair value of this investment. Further, Change Healthcare Inc. expects to recognize the consideration transferred, as well as the acquired business’s identifiable assets, liabilities and noncontrolling interests at their acquisition date fair value. The excess of the consideration transferred over the fair value of the identifiable assets, liabilities and noncontrolling interest, if any, is anticipated to be recorded as goodwill. Any excess of the fair value of the identifiable assets acquired and liabilities assumed over the consideration transferred if any, would generally be recognized within earnings as of the acquisition date.

As a result of the accounting for these transactions and the anticipated change in basis of accounting, the consolidated results of Change Healthcare Inc. in periods following the Qualified McKesson Exit will not be comparable to the consolidated results of the Joint Venture in periods prior to the Qualified McKesson Exit. The following are certain of the more significant changes resulting from the Qualified McKesson Exit that are expected to affect the comparability of financial results and operations:

- Gain or loss upon re-measuring Change Healthcare Inc.’s investment in the Joint Venture at its fair value.
- Increased tangible and intangible assets resulting from adjusting the basis of tangible and intangible assets to their fair value which is expected to result in increased depreciation and amortization expense.
- Potential increase or decrease in long-term debt as a result of adjustments to state the long-term debt at its fair value. Resulting differences in the historical carrying value and fair value of the long-term debt are expected to result in either additional discount or premium which, in turn, may materially increase or decrease future interest expense.
- Decreased deferred revenue as a result of recognizing deferred revenue in the business combination only to the extent that contractual obligations remain to be fulfilled at that time. Decreases in deferred revenue are expected to result in decreased solutions revenue in the near term.
- Income currently attributable to the Joint Venture and not subject to U.S. federal income taxes and most state and local income taxes will become subject to such taxes, resulting in an expected increase in Change Healthcare Inc.’s effective tax rate compared with the historical effective tax rate of the Joint Venture.

Results of Operations

The Joint Venture adopted the new revenue recognition accounting standard, ASC 606, effective April 1, 2019 on a modified retrospective basis. Its results of operations as presented within the following discussion and analysis includes financial results for reporting periods during fiscal 2020, which are disclosed in compliance with the new revenue recognition standard. Historical financial results for reporting periods prior to fiscal 2020 have not been retroactively restated and are presented in conformity with amounts previously disclosed under the prior revenue recognition standard, ASC 605. The Joint Venture has included additional information regarding the impact from the adoption of the new revenue recognition standard for the three and six months ended September 30, 2019 and included financial results during fiscal 2020 under ASC 605 for comparison to the prior year.

The following table summarizes our consolidated results of operations for the three months ended September 30, 2019 and 2018, respectively:
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<table>
<thead>
<tr>
<th>Description</th>
<th>Three Months Ended September 30, 2019</th>
<th>Three Months Ended September 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>As Reported</td>
<td>Without Adoption (ASC 605)</td>
</tr>
<tr>
<td>Revenue</td>
<td>738.7</td>
<td>748.6</td>
</tr>
<tr>
<td>Solutions revenue</td>
<td>737.8</td>
<td>737.8</td>
</tr>
<tr>
<td>Postage revenue</td>
<td>57.1</td>
<td>62.4</td>
</tr>
<tr>
<td>Total revenue</td>
<td>795.8</td>
<td>800.2</td>
</tr>
</tbody>
</table>

Operating expenses:
- Costs of operations (exclusive of depreciation and amortization below) 331.2
- Research and development 51.8
- Sales, marketing, general and administrative 190.0
- Customer postage 57.1
- Depreciation and amortization 77.4
- Accretion and changes in estimate with related parties, net 3.2
- Gain on sale of the Extended Care Business —

Total operating expenses 710.7

Operating income 85.1

Non-operating income and expense:
- Interest expense 69.9
- Loss on extinguishment of debt 16.9
- Contingent consideration 1.7
- Other, net (4.4)

Non-operating income and expense 84.1

Income (loss) before income tax provision (benefit) 1.0

Income tax provision (benefit) 1.0

Net Income (loss) $ 0.0

As a result of displaying amounts in millions, rounding differences may exist in the table above.

### Three Months Ended September 30, 2019 (ASC 605 Basis) Compared to Three Months Ended September 30, 2018

**Solutions Revenue**

Solutions revenue increased $10.8 million for the three months ended September 30, 2019, compared with the same period in the prior year. Factors affecting the Joint Venture’s solutions revenue are described in the various segment discussions below.
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Expenses

Costs of Operations (Exclusive of Depreciation and Amortization)

Costs of operations (exclusive of depreciation and amortization) increased $4.6 million for the three months ended September 30, 2019, compared with the same period in the prior year. The increase in the Joint Venture’s costs of operations is primarily attributable to an increase in information technology maintenance and data and communications costs.

Research and Development

Research and development expenses increased $0.6 million for the three months ended September 30, 2019, compared with the same period in the prior year. The increase is primarily attributable to increases in investments, offset by synergies associated with reduction or elimination of duplicative roles.

Sales, Marketing, General and Administrative

Sales, marketing, general and administrative expenses decreased $12.5 million for the three months ended September 30, 2019, compared with the same period in the prior year. Sales, marketing, general and administrative expense for each of the three months ended September 30, 2019 and 2018 reflects significant integration related costs, including professional and consulting fees related to rationalizations of information technology, business process re-engineering, implementation of human resource and finance information technology systems, severance and other costs. The amount of such costs, however, decreased by $8.5 million in the three months ended September 30, 2019 as compared to the same period in the prior year.

Customer Postage

Customer postage decreased $5.3 million for the three months ended September 30, 2019, compared with the same period in the prior year. Customer postage is affected by the declines in print volumes within communication and payment solutions, which were partially offset by the effect of a USPS postage rate increase in January 2019 (e.g., an increase in first-class postage of 10%). Because customer postage is a pass-through cost to the Joint Venture’s customers, however, changes in volume of customer postage generally have no effect on operating income.

Depreciation and Amortization

Depreciation and amortization increased $8.1 million for the three months ended September 30, 2019, compared with the same period in the prior year. Depreciation and amortization were generally affected by routine amortization of tangible and intangible assets existing at March 31, 2019 as well as the routine amortization and depreciation of additions to property, equipment, and software since that date.

Accretion and changes in estimate with related parties, net

Accretion and changes in estimate with related parties, net decreased $2.7 million for the three months ended September 30, 2019, compared with the same period in the prior year. Accretion is routinely affected by changes in the expected timing or amount of cash flows which may result from various factors, including changes in tax rates and Merck’s discretionary allocation of deductions under the terms of the Letter Agreement.

Interest expense

Interest expense decreased $10.8 million for the three months ended September 30, 2019, compared with the same period in the prior year. This decrease is primarily attributable to the repayment of approximately $805.0 million of variable interest rate debt in July 2019 from the proceeds of the initial public offering and an additional repayment of $85.0 million during the three months ended September 30, 2019. The Joint Venture has interest rate cap agreements in place to limit its exposure to rising interest rates, and such agreements together with the Joint Venture’s fixed rate notes effectively fixed interest rates for approximately 59% of the Joint Venture’s total indebtedness at September 30, 2019.

Loss on extinguishment of Debt

Loss on extinguishment of debt for the three months ended September 30, 2019 of $16.9 million includes a loss of $15.8 million related to the unamortized discounts and debt issuance costs associated with the total repayment of $890.0 million on the Term Loan Facility, as well as a loss of $1.1 million due to the deemed extinguishment associated with the amendment of the Revolving Credit Facility.
Contingent consideration

Contingent consideration reflects changes in the fair value of the Joint Venture's earnout obligation to the former owners of an acquired business. Such amounts may increase or decrease in the future based on changes in the expected amount, timing, and probability of making such payments in the future.

Other, net

Other, net primarily represents income the Joint Venture receives from McKesson and eRx Network related to transitional and other services that we provide them following the closing of the Transactions in March 2017.

Income Tax Provision (Benefit)

The income tax provision was $1.0 million (effective tax rate of 115.0%) for the three months ended September 30, 2019 as compared to an income tax benefit of $2.1 million (effective tax rate of -1.9%) for the three months ended September 30, 2018. The Joint Venture's income taxes and related effective tax rate are routinely affected by its and its subsidiaries' legal organization. Certain of the Joint Venture's subsidiaries are organized as limited liability corporations and report income that is distributed to the Members where it is subject to income taxes. Other subsidiaries are organized as corporations, for which the tax effects are directly reflected in the Joint Venture's financial statements.

Solutions Revenue and Adjusted EBITDA

<table>
<thead>
<tr>
<th>Three Months Ended September 30,</th>
<th>2019 From</th>
<th>2018 As</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Impacts</td>
<td>Without</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Adoption (ASC 605)</td>
<td>Adoption (ASC 605)</td>
<td>Reported</td>
<td>Change</td>
</tr>
<tr>
<td>Solutions revenue (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software and Analytics</td>
<td>$ 376.1</td>
<td>$ 13.2</td>
<td>$ 389.3</td>
<td>$ 383.5</td>
</tr>
<tr>
<td>Network Solutions</td>
<td>$ 144.3</td>
<td>( )</td>
<td>$ 144.3</td>
<td>$ 136.3</td>
</tr>
<tr>
<td>Technology-enabled Services</td>
<td>$ 244.1</td>
<td>(3.2)</td>
<td>$ 240.9</td>
<td>$ 243.3</td>
</tr>
<tr>
<td>Adjusted EBITDA</td>
<td>$ 140.1</td>
<td>8.8</td>
<td>$ 148.9</td>
<td>$ 139.4</td>
</tr>
<tr>
<td>Software and Analytics</td>
<td>$ 86.5</td>
<td>(0.4)</td>
<td>$ 86.1</td>
<td>$ 83.6</td>
</tr>
<tr>
<td>Network Solutions</td>
<td>$ 44.8</td>
<td>(3.8)</td>
<td>$ 41.0</td>
<td>$ 39.2</td>
</tr>
</tbody>
</table>

(1) Includes inter-segment revenue

As a result of displaying amounts in millions, rounding differences may exist in the tables above.

Software and Analytics

Software and Analytics revenue increased $5.8 million for the three months ended September 30, 2019 compared with the same period in the prior year. Software and Analytics revenue reflects core revenue growth and timing, partially offset by ongoing efforts to rationalize the connected analytics solution and the effect of prior year one-time nonrecurring revenue of $6.0 million in the enterprise imaging business.

Software and Analytics Adjusted EBITDA increased $9.5 million for the three months ended September 30, 2019, compared to the same period in the prior year. This increase in Adjusted EBITDA was attributable to core revenue growth and timing, operational synergies, and cost initiatives related to the connected analytics solution, partially offset by the decline in the enterprise imaging business.
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Network Solutions

Network Solutions revenue increased $8.0 million for the three months ended September 30, 2019 compared with the same period in the prior year, which primarily reflects increased revenues resulting from the sale of new contracts in the data solutions, dental and medical network businesses and stronger volume.

Network Solutions Adjusted EBITDA increased by $2.5 million for the three months ended September 30, 2019 compared to the same period in the prior year. As described above, Network Solutions revenue was positively affected by increased revenues resulting from the sale of new contracts in the data solutions, dental and medical network businesses and stronger volumes. Adjusted EBITDA similarly increased as a result of these factors partially offset by investments to support the data solutions new market expansion efforts and continued investment in network capabilities.

Technology-enabled Services

Technology-enabled Services revenue decreased $2.4 million for the three months ended September 30, 2019, compared with the same period in the prior year. Technology-enabled Services revenue for the three months ended September 30, 2019 was primarily impacted by new sales and same store organic growth of $24 million, which was more than offset by $30 million of customer attrition (including the company’s decision to exit certain contracts). Customer attrition for the three months ended September 30, 2019 reflects the full current period impact of attrition that occurred throughout fiscal year 2019 in the Joint Venture’s physician revenue cycle management and communication and payment services solutions, driven by industry consolidation. While the Joint Venture expects that such consolidation will continue in the future, as part of its strategy, the Joint Venture is repositioning certain of its solutions to better address end market dynamics, enhance efficiency and to improve the long-term growth potential of those solutions.

Technology-enabled Services Adjusted EBITDA increased $1.8 million for the three months ended September 30, 2019, compared to the same period in the prior year. Technology-enabled Services Adjusted EBITDA for the three months ended September 30, 2019 reflects the decrease in Technology-enabled Services revenue which was more than offset by cost savings from the Joint Venture’s post-contribution cost synergy initiatives.

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Six Months Ended September 30, 2019 (ASC 605 Basis) Compared to Six Months Ended September 30, 2018

Solutions Revenue

Solutions revenue increased $8.7 million for the six months ended September 30, 2019, compared with the same period in the prior year. Solutions revenue for the six months ended September 30, 2019 was generally affected the continuation of trends described in the discussion of results of operations for the three months ended September 30, 2019. In addition, the comparison to the prior year period was disorately affected by the sale of the Joint Venture’s extended care business in July 2018.

Expenses

Expenses were affected by similar items outlined in the discussion of results for the three months ended September 30, 2019.

Solutions Revenue and Adjusted EBITDA

<table>
<thead>
<tr>
<th></th>
<th>2019 As Reported</th>
<th>Adjusted Impact</th>
<th>2018 As Reported</th>
<th>Change $</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solutions revenue (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software and Analytics</td>
<td>$ 813.5</td>
<td>(28.5)</td>
<td>$ 779.0</td>
<td>$ 5.1</td>
<td>0.7%</td>
</tr>
<tr>
<td>Network Solutions</td>
<td>$ 285.9</td>
<td>—</td>
<td>$ 272.9</td>
<td>$ 13.0</td>
<td>4.8%</td>
</tr>
<tr>
<td>Technology-enabled Services</td>
<td>$ 488.1</td>
<td>(3.1)</td>
<td>$ 493.3</td>
<td>(5.3)</td>
<td>(1.7)%</td>
</tr>
</tbody>
</table>

Adjusted EBITDA

<table>
<thead>
<tr>
<th></th>
<th>2019 As Reported</th>
<th>Adjusted Impact</th>
<th>2018 As Reported</th>
<th>Change $</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software and Analytics</td>
<td>$ 342.4</td>
<td>(37.1)</td>
<td>$ 282.1</td>
<td>$ 6.2</td>
<td>2.2%</td>
</tr>
<tr>
<td>Network Solutions</td>
<td>$ 171.5</td>
<td>(9.9)</td>
<td>$ 161.6</td>
<td>$ 9.9</td>
<td>6.0%</td>
</tr>
<tr>
<td>Technology-enabled Services</td>
<td>$ 90.0</td>
<td>(4.5)</td>
<td>$ 89.2</td>
<td>(0.8)</td>
<td>(0.9)%</td>
</tr>
</tbody>
</table>

(1) Includes inter-segment revenue

Revenue and Adjusted EBITDA for the six months ended September 30, 2019 for all three segments were affected by similar trends outlined in the discussion of results for the three months ended September 30, 2019. The increases in revenue and Adjusted EBITDA for Software and Analytics were partially offset by the divestiture of the extended care business, which contributed revenue of $9.2 million and Adjusted EBITDA of $1.5 million in the six months ended September 30, 2018.

Significant Changes in Assets and Liabilities

Within the Joint Venture’s network solutions business, the Joint Venture regularly receives funds from certain pharmaceutical industry participants in advance of its obligation to remit these funds to participating retail pharmacies. Such funds are not restricted; however, these funds are generally paid out in satisfaction of the processing obligations within three business days of their receipt. At the time of receipt, the Joint Venture records a corresponding liability within accrued expenses on its consolidated balance sheets. At September 30, 2019, the Joint Venture recorded $30.3 million of such pass-through payment obligations which were subsequently paid in the first week of October 2019. At March 31, 2019, the Joint Venture recorded $7.4 million of such pass-through payment obligations.

Liquidity and Capital Resources

Overview

The Joint Venture’s principal sources of liquidity are cash flows provided by operating activities, cash and cash equivalents on hand, and potential funds available under its Revolving Credit Facility. The Joint Venture’s principal uses of liquidity are working capital, capital expenditures, debt service, business acquisitions and other general corporate purposes. The Joint Venture anticipates its cash on hand, cash generated from operations, and funds available under the Revolving Credit Facility will be sufficient to fund its planned capital expenditures, debt service obligations, business acquisitions and operating needs. The Joint Venture may, however, elect to raise funds through debt or equity financing in the future to fund significant investments or acquisitions that are consistent with its growth strategy.
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Cash, cash equivalents and restricted cash totaled $77.0 million and $48.9 million at September 30, 2019 and March 31, 2019, respectively, of which $23.7 million and $28.1 million was held outside the United States. As of September 30, 2019, no amounts had been drawn under the senior secured revolving line of credit and the Joint Venture could have borrowed up to the additional $770.9 million available. The Joint Venture also has the ability to borrow up to an additional $1,080.0 million, or such amount that the senior secured net leverage ratio does not exceed 4.9 to 1.0, whichever is greater, under the Senior Secured Credit Facilities, subject to certain additional conditions and commitments by existing or new lenders to fund any additional borrowings.

The balance retained in cash and cash equivalents is consistent with the Joint Venture’s short-term cash needs and investment objectives. The Joint Venture may be required to make additional principal payments on the Term Loan Facility based on excess cash flows of the prior year, as defined in the credit agreement governing the Term Loan Facility.

<table>
<thead>
<tr>
<th></th>
<th>Six Months Ended September 30,</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>Cash provided by (used in) operating activities</td>
<td>$223.9</td>
<td>$227.9</td>
<td>$(4.0)</td>
<td>(1.8)%</td>
</tr>
<tr>
<td>Cash provided by (used in) investing activities</td>
<td>(148.8)</td>
<td>35.6</td>
<td>(184.4)</td>
<td>(518.0)%</td>
</tr>
<tr>
<td>Cash provided by (used in) financing activities</td>
<td>(51.3)</td>
<td>(104.8)</td>
<td>53.5</td>
<td>(51.0)%</td>
</tr>
<tr>
<td>Effects of exchange rate changes on cash, cash equivalents and restricted cash</td>
<td>0.3</td>
<td>(0.7)</td>
<td>1.0</td>
<td>(142.9)%</td>
</tr>
<tr>
<td>Net change in cash, cash equivalents and restricted cash</td>
<td>$24.1</td>
<td>$158.0</td>
<td>(133.9)</td>
<td>(84.7)%</td>
</tr>
</tbody>
</table>

Operating Activities

Cash provided by operating activities is primarily affected by operating income, including the impact of debt service payments, integration related costs and the timing of collections and related disbursements. Cash provided by operating activities includes $12.9 million and $156.1 million as a source of cash related to pass-through funds for the six months ended September 30, 2019 and 2018, respectively.

Investing Activities

Cash used in investing activities primarily reflects routine capital expenditures related to purchase of property and equipment and the development of software, as well as expenditures related to significant software development efforts necessary to integrate the contributed businesses in both periods. Cash provided by investing activities in the six months ended September 30, 2018 was primarily impacted by the proceeds from the sale of the extended care business.

Financing Activities

Cash used in financing activities reflects cash payments under the Term Loan Facility, receipts under the Joint Venture’s interest rate cap agreements, and payments for deferred financing obligations. Cash used in financing activities was primarily impacted by the proceeds from the initial public offering and resulting increased payments under the Term Loan Facility in the six months ended September 30, 2019.

Capital Expenditures

The Joint Venture incurs capital expenditures to grow its business by developing new and enhanced capabilities, to increase the effectiveness and efficiency of the organization and to reduce costs. The Joint Venture incurs capital expenditures for product development, disaster recovery, security enhancements, regulatory compliance and the replacement and upgrade of existing equipment at the end of its useful life.
Debt

Senior Credit Facilities and Senior Notes

In March 2017, the Joint Venture entered into the $5,100 million term loan facility (the “Term Loan Facility”), and a $500 million revolving credit facility (as amended in July 2019 to increase the maximum amount that can be borrowed to $755 million, the “Revolving Credit Facility”) and, together with the Term Loan Facility, the “Senior Secured Credit Facilities”). Additionally, the Joint Venture issued $1,000 million of 5.75% senior notes due 2025 (the “Senior Notes”). No amounts have been drawn against the Revolving Credit Facility as of September 30, 2019.

The Joint Venture used the initial public offering proceeds received from Change Healthcare Inc. to repay $805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional $85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of $890,000.

In July 2019, the Joint Venture amended the Revolving Credit Facility, the primary effects of which were to increase the maximum amount that can be borrowed from $500 million to $755 million and to extend the maturity date until July 3, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds $1,100 million on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023.

Tangible Equity Units

In July 2019, the Joint Venture issued a debt arrangement to Change Healthcare Inc. on terms that substantially mirror the economics of the amortizing note component of the Change Healthcare Inc. TEUs. The Joint Venture agreed to pay Change Healthcare Inc. an aggregate principal amount of $47,347 in quarterly installments of principal and interest (5.5% per year) on March 30, June 30, September 30, and December 30 of each year through June 30, 2022.

Hedges

From time to time, the Joint Venture executes interest rate cap agreements with various counterparties that effectively cap its LIBOR exposure on a portion of its existing Term Loan Facility or similar replacement debt. The following table summarizes the terms of the Joint Venture’s interest rate cap agreements at September 30, 2019.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Notional Amount</th>
<th>Receive LIBOR Exceeding (1)</th>
<th>Pay Fixed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31, 2017</td>
<td>March 31, 2020</td>
<td>$650,000</td>
<td>1.25%</td>
<td>0.56%</td>
</tr>
<tr>
<td>March 31, 2017</td>
<td>March 31, 2020</td>
<td>$750,000</td>
<td>1.00%</td>
<td>0.82%</td>
</tr>
<tr>
<td>August 31, 2018</td>
<td>March 31, 2020</td>
<td>$500,000</td>
<td>1.00%</td>
<td>1.82%</td>
</tr>
<tr>
<td>March 31, 2020</td>
<td>December 31, 2021</td>
<td>$1,500,000</td>
<td>1.00%</td>
<td>1.82%</td>
</tr>
</tbody>
</table>

(1) All based on 1-month LIBOR, except the $650,000 tranche which receives based on 3-month LIBOR.

The interest rate caps are recorded on the balance sheet at fair value. Changes in the fair value of the interest rate cap agreements are recorded in other comprehensive income.

In accordance with ASC 815, the fair value of the interest rate caps at inception is reclassified from other comprehensive income to interest expense in the same period the interest expense on the underlying hedged debt impacts earnings. Any payments the Joint Venture receives to the extent LIBOR exceeds the specified cap rate is also reclassified from other comprehensive income to interest expense in the period received.

In July 2017, the Financial Conduct Authority (the authority that regulates LIBOR) announced it intends to stop compelling banks to submit rates for the calculation of LIBOR after 2021. The Alternative Reference Rates Committee ("ARRC") has proposed that the Secured Overnight Financing Rate ("SOFR") in the rate that represents best practice as the alternative to USD-LIBOR for use in derivatives and other financial contracts that are currently indexed to USD-LIBOR. ARRC has proposed a phased market transition plan to SOFR from USD-LIBOR and organizations are currently working on industry wide and company specific transition plans as it relates to derivatives and cash markets exposed to USD-LIBOR. The Joint Venture has material contracts that are indexed to USD-LIBOR and is monitoring this activity and evaluating the related risks.
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Effect of Certain Debt Covenants

A breach of any of the covenants under the agreements governing the Joint Venture’s debt could limit its ability to borrow funds under the Term Loan Facility and could result in a default under the Term Loan Facility. Upon the occurrence of an event of default under the Term Loan Facility, the lenders could elect to declare all amounts then outstanding to be immediately due and payable, and the lenders could terminate all commitments to extend further credit. If the Joint Venture were unable to repay the amounts declared due, the lenders could proceed against any collateral granted to them to secure that indebtedness.

With certain exceptions, the Term Loan Facility obligations are secured by a first-priority security interest in substantially all of the assets of the Joint Venture, including its investment in subsidiaries. The Term Loan Facility contains various restrictions and nonfinancial covenants, along with a senior secured net leverage ratio test. The nonfinancial covenants include restrictions on dividends, investments, dispositions, future borrowings and other specified payments, as well as additional reporting and disclosure requirements. The senior secured net leverage test must be met as a condition to incur additional indebtedness, but otherwise is applicable only to the extent that amounts drawn exceed 35% of the Revolving Credit Facility at the end of any fiscal quarter. As of September 30, 2019, the Joint Venture was in compliance with all debt covenants.

The Joint Venture’s ability to meet its liquidity needs depends on its subsidiaries’ earnings and cash flows, the terms of the Joint Venture and its subsidiaries’ indebtedness, and other contractual restrictions. Except for certain permitted distributions, the Joint Venture generally is not permitted to make any distribution to its members.

Off-Balance Sheet Arrangements

As of September 30, 2019, the Joint Venture had no off-balance sheet arrangements.
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Recent Accounting Pronouncements


Critical Accounting Estimates

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect reported amounts and related disclosures. The Joint Venture considers an accounting estimate to be critical if:

- it requires assumptions to be made that were uncertain at the time the estimate was made; and
- changes in the estimate or different estimates that could have been made could have a material impact on our consolidated results of operations and financial condition.

The Joint Venture believes the current assumptions and other considerations used to estimate amounts reflected in its consolidated financial statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in our consolidated financial statements, the resulting changes could have a material adverse effect on the Joint Venture’s consolidated results of operations and financial condition.

Revenue Recognition

In April 2019, the Joint Venture adopted Accounting Standards Codification ASC 606, Revenue from Contracts with Customers, which replaced most prior general and industry specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework. Under this revised framework, a company recognizes revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services.

The Joint Venture generates most of its solutions revenue by using technology solutions (generally Software as a Service (“SaaS”)) to provide services to its customers that automate and simplify business and administrative functions for payers, providers, pharmacies, and channel partners and through the licensing of software, software systems (consisting of software, hardware, and maintenance support) and content.

The Joint Venture recognizes revenue when the customer obtains control of the good or service through the Joint Venture satisfying a performance obligation by transferring the promised good or service to the customer.

Principal Revenue Generating Products and Services

Content license subscriptions and time-based software—The Joint Venture’s content license subscriptions and time-based software arrangements provide a license to use a software for a specified period of time. At the end of the contractual period, the customer either renews the license for an additional term or ceases to use the software. Software licenses are typically delivered to the customer with functionality that the customer can benefit from the software on its own or together with readily available resources. As contracts for these solutions generally do not price individual components separately, the Joint Venture allocates the transaction price to the license and ongoing support performance obligations based on standalone selling price (“SSP”), primarily determined by historical value relationships between licenses and ongoing support and updates. Revenue allocated to content license subscriptions and time-based software license agreements is generally recognized at the point-in-time of delivery of the license or the content update upon transfer of control of the underlying license to the customer. Generally, software implementation fees are recognized over the implementation period through an input measure of progress method. Revenue allocated to maintenance and support is recognized ratably over the period covered by the agreements, as passage of time represents a faithful depiction of the transfer of these services. In some cases, software arrangements provide licenses to several software applications that are highly integrated with the implementation services and software updates and cannot function separately. The bundle is a single performance obligation since the individually promised goods and services are not distinct in the context of the contract because the related implementation services significantly modify and customize the software and the updates provided to the integrated software solution are critical to the software’s utility. The related revenue is recognized on a straight-line basis, ratably over the contractual term due to the frequency and criticality of the updates throughout the license period.

Contingent fee services—The Joint Venture provides services to customers in which the transaction price is contingent on future occurrences, such as savings generated or amounts collected on behalf of its customers through the delivery of its services. In some cases, the Joint Venture performs services in advance of invoicing the customer, thereby creating a contract asset. Revenue in these arrangements is estimated and constrained until the Joint Venture determines that it is probable that a significant revenue reversal will not occur, and variable consideration is allocated to the performance obligation for which the Joint Venture earns a contingent fee.
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Perpetual software licenses—The Joint Venture’s perpetual software arrangements provide a license for a customer to use software in perpetuity. Software licenses are typically delivered to the customer with functionality from which the customer can benefit from the license on its own or together with readily available resources. Perpetual software arrangements are recognized at the time of delivery or through an input measure of progress method over the installation period if the arrangements require significant production or modification of customization of the software. Contracts accounted for through an input measure of progress method are generally measured based on the ratio of labor hours incurred to date to total estimated labor hours to be incurred. Software implementation fees are recognized as the work is performed or under the input method for perpetual software. Hardware revenues are generally recognized upon delivery. Maintenance is recognized ratably over the term of the agreement as payment of time represents a faithful depiction of the transfer of these services.

Professional services—The Joint Venture provides training and consulting services to its customers, and the services may be fixed fee or time and materials based. Consulting services that fall outside of the standard implementation services vary depending on the scope and complexity of the service requested by the customer. Consulting services are deemed to be capable of being distinct from other products and services, and the services are satisfied either at a point of time or over time based on delivery. Training services are usually provided as an optional service to enhance the customer’s experience with a software product or provides additional education surrounding the general topic of the solution. Training services are capable of being distinct from other products and services. The Joint Venture treats training services as a distinct performance obligation, and they are satisfied at a point of time.

Transaction processing services—The Joint Venture provides transaction processing (such as claims processing) services to hospitals, pharmacies and health systems via a cloud-based (SaaS) platform. The promised service is to stand ready to process transactions for our customers over the contractual period on an as-needed basis. The revenue related to these services is recognized over time as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed. Any fixed annual fees and implementation fees are recognized ratably over the contract period.

Hosted solutions and software as a service (“SaaS”)—The Joint Venture enters into arrangements whereby the Joint Venture provides the customer access to a Joint Venture-owned software solution, which are generally marketed under annual and multi-year arrangements. The customer is only provided “access” (not a license) to the software application. In these arrangements, the customer does not purchase equipment nor does the customer take physical possession of the software. The related revenue is recognized ratably over the contractual term. For fixed fee arrangements, revenue recognition begins after set-up and implementation are complete. For per-transaction fee arrangements, revenue is recognized as transactions are processed beginning on the service start date.

Contract Balances

The Joint Venture’s payment terms vary by customer and product type. For certain products or services, the Joint Venture requires upfront payments before control of the product or service has transferred to the customer. For other products and services, the Joint Venture invoices the customer in arrears after providing the products or services. In addition, for certain contingent fee services, customers are billed in arrears, typically based upon a percentage of collections the Joint Venture makes on the customer’s behalf.

Under the new revenue standard, the Joint Venture generally recognizes a contract asset when revenue is recognized in advance of invoicing on a contract, unless the right to payment for that revenue is unconditional (i.e., requiring no further performance and only the passage of time). If a right to payment is determined to meet the criteria to be considered “unconditional”, then the Joint Venture will recognize a receivable.

There were no impairment losses recognized on accounts receivable or contract assets in the three and six months ended September 30, 2019.

The Joint Venture records deferred revenues when billings or payments are received from customers in advance of its performance. Deferred revenue is generally recognized when transfer of control to customers occurs. The deferred revenue balance is driven by multiple factors, including the frequency of renewals, invoice timing, and invoice duration. As of September 30, 2019, the Joint Venture expects 94% of the deferred revenue balance to be recognized in one year or less, and approximately $328 million of the beginning period balance was recognized during the three months ended September 30, 2019.

Costs to Obtain or Fulfill a Contract

Sales commissions and certain other incentive payments (e.g., bonuses that are contingent solely on obtaining a contract or a pool of contracts) earned by the Joint Venture’s sales organization are capitalized as incremental costs to obtain a contract. The Joint Venture typically does not offer commissions on contract renewals. Decremental commissions upon renewal (i.e., non-commensurate with initial commissions) are offered to the Joint Venture’s sales associates for certain customers and are not material. Under ASC 606, all commissions and other qualifying incentive payments capitalized are amortized over an expected period of benefit defined as the initial contract term plus anticipated renewals. In contrast, under ASC 605 these capitalized costs were amortized over the specific...
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revenue contract terms, which are typically 12 to 60 months. In making the significant judgment in determining the appropriate period of benefit, the Joint Venture evaluated both qualitative and quantitative factors such as the expected customer relationship period and technology obsolescence. In addition, prior to solution go-live, the Joint Venture incurs certain contract fulfillment costs primarily related to SaaS setup for our clients. These costs are capitalized to the extent they are directly related to a contract, are recoverable, and create a resource used to deliver the Joint Venture’s SaaS services. Capitalized costs to fulfill a contract are amortized over the expected period of benefit.

At September 30, 2019, the Joint Venture had capitalized costs to obtain a contract of $12.4 million in prepaid and other current assets and $67.4 million in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized $5.1 million and $9.2 million, respectively, of amortization expense related to such capitalized costs, which is included in the total operating expenses. At September 30, 2019, the Joint Venture had capitalized costs to fulfill a contract of $14.8 million in prepaid and other current assets and $86.6 million in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized $6.3 million and $9.6 million, respectively, of amortization expense related to such capitalized costs, which is included in cost of operations.

Postal Revenues

Postal revenues are the result of providing delivery services to customers in the Joint Venture’s payment and communication solutions. Postal revenues are generally billed as a pass-through cost to the Joint Venture’s customers. The service is part of a combined performance obligation with the printing and handling services provided to the customer because the postal services are not distinct within the context of the contract. The Joint Venture presents Postal Revenue separately from Solutions Revenue on the consolidated statements of operations as it makes the financial statements more informative for the users. The revenue related to the combined performance obligation of the postal, printing, and handling service is recognized as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed.

Arrangements with Multiple Performance Obligations

The Joint Venture engages in customer arrangements which may include multiple performance obligations, such as any combination of software, hardware, implementation, SaaS-based offerings, consulting services, or maintenance services. For such arrangements, the Joint Venture allocates revenues to each performance obligation on a relative standalone selling price basis. A performance obligation’s standalone selling price is determined based on the directly observable prices charged to customers when available or estimated using other methods such as the adjusted market assessment approach, the expected cost plus a margin approach, or other approaches in cases where distinct performance obligations are not sold separately but instead sold at a bundled price. For performance obligations with historical pricing that is highly variable, the residual approach is used. Such instances primarily relate to the Joint Venture’s perpetual software arrangements in which the Joint Venture sells the same products to different customers for a broad range of amounts.

Remaining Performance Obligations

The aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) for executed contracts includes deferred revenue and other revenue yet to be recognized from non-cancelable contracts. As of September 30, 2019, the Joint Venture’s total remaining performance obligations approximated $1.4 billion, of which approximately 52% is expected to be recognized over the next twelve months, and the remaining 48% thereafter.

In this balance, the Joint Venture does not include the value of unsatisfied performance obligations related to those contracts for which it recognizes revenue at the amount for which it has the right to invoice for services performed. Additionally, this balance does not include revenue related to performance obligations that are part of a contract with an original expected duration of one year or less. Lastly, this balance does not include variable consideration allocated to the individual goods or services in a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer. Examples include variable fees associated with transaction processing and contingent fee services.

Disaggregated Revenue

The Joint Venture disaggregates the revenue from contracts with customers by operating segment as it believes doing so best depicts how the nature, amount, timing, and uncertainty of the Joint Venture’s revenue are affected by economic factors. See Note 9 in the Joint Venture unaudited financial statements included in Exhibit 99.1, “Segment Reporting” for the total revenue disaggregated by operating segment for the six months ended September 30, 2019 and 2018.

The Joint Venture’s total revenue by disaggregated revenue source was generally consistent for each reportable segment for the three and six months ended September 30, 2019 compared with the corresponding periods in 2018.
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Customer Incentives

Certain customers, which include the Joint Venture's channel partners, may receive cash-based incentives or rebates based on actual sales and achievement of a cumulative level of sales, which are accounted for as variable consideration. The Joint Venture considers these amounts to be consideration payable to the customer, and therefore, the Joint Venture estimates these amounts based on the expected amount to be provided to customers and reduces the transaction price accordingly.

Practical Expedients and Exceptions

The Joint Venture has elected to utilize either the right to invoice practical expedient or the series-based variable consideration allocation framework for most transaction processing services not subject to contingencies. The Joint Venture also has elected to exclude sales taxes and other similar taxes from the measurement of the transaction price in contracts with customers. Therefore, revenue is recognized net of such taxes.

In certain customer arrangements with customers, the Joint Venture determined there are certain promised goods or services which are immaterial in the context of the contract from both a quantitative and qualitative perspective, and therefore, the goods and services are disregarded when assessing the performance obligations in the customer arrangement.

The Joint Venture has elected to apply the significant financing practical expedient, and as a result, the Joint Venture will not adjust the promised amount of consideration in a customer contract for the effects of a significant financing component when the period of time between when the Joint Venture transfers a promised good or service to a customer and when the customer pays for the good or service will be one year or less.

Apart from the adoption of ASC 606, the Joint Venture believes there have been no other significant changes during the six months ended September 30, 2019 to the items we previously disclosed as our critical accounting estimates in "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Cautionary Notice Regarding Forward-Looking Statements

This Quarterly Report contains "forward-looking statements" within the meaning of federal securities laws. Any statements made in this quarterly report that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements include information concerning possible or assumed future results of operations, including descriptions of our business plans and strategies. These statements often include words such as "anticipate," "expect," "suggest," "plan," "believe," "intend," "estimate," "target," "project," "should," "could," "would," "may," "will," "forecast," "outlook," "potential," "continues," "seeks," "predicts," and the negatives of these words and other similar expressions.
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Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that factors affecting our actual financial results could cause actual results to differ materially from those expressed in the forward-looking statements. Factors that could materially affect our financial results or such forward-looking statements include, among others, the following factors:

- macroeconomic and industry trends and adverse developments in the debt, consumer credit and financial services markets;
- our ability to provide competitive services and prices while maintaining our margins;
- our ability to retain or renew existing customers and attract new customers;
- our ability to maintain the security and integrity of our data;
- our ability to deliver services timely without interruption;
- our ability to maintain our access to data sources;
- government regulations and changes in the regulatory environment;
- litigation or regulatory proceedings;
- our ability to effectively manage our costs;
- economic and political instability in the United States and international markets where we operate;
- our ability to effectively develop and maintain strategic alliances and joint ventures;
- our ability to develop new services and the market's willingness to adopt new services;
- our ability to manage and expand our operations and keep up with rapidly changing technologies;
- our ability to make acquisitions and integrate the operations of acquired businesses;
- our ability to protect and enforce our intellectual property, trade secrets and other forms of unpatented intellectual property;
- our ability to defend our intellectual property from infringement claims by third parties;
- the ability of our outside service providers and key vendors to fulfill their obligations to us;
- further consolidation in our end-customer markets;
- losses against which we do not insure;
- our ability to make timely payments of principal and interest on our indebtedness;
- our ability to satisfy covenants in the agreements governing our indebtedness;
- our ability to maintain our liquidity;
- our reliance on key management personnel and
- our controlling stockholders.

There may be other factors, many of which are beyond our control, that may cause our actual results to differ materially from the forward-looking statements, including factors disclosed in the Registration Statement on Form S-1 (No. 333-230345) in the section entitled "Risk Factors" and in the section entitled "Management’s Discussion and Analysis of Financial Condition and Results of Operations" in this report. You should evaluate all forward-looking statements made in this report and the other public statements we may make from time to time in the context of these risks and uncertainties.

Our forward-looking statements made herein speak only as of the date on which made. We expressly disclaim any intent, obligation or undertaking to update or revise any forward-looking statements made herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained in this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Change Healthcare Inc.

Change Healthcare Inc. holds an equity method investment in the LLC Units of the Joint Venture as well as, following the consummation of the offering of TEUs on July 1, 2019, investments in the amortizing notes and prepaid forward purchase contracts components of the TEUs issued by the Joint Venture. In the case of the equity method investment in the Joint Venture, Change Healthcare Inc. is only exposed to changes in the fair value of the investment to the extent that the changes in fair value are so significant and long-lasting that they represented an other than temporary impairment of the investment. In the case of the investments in the amortizing note and prepaid forward purchase contracts components of the TEUs, however, such investments are required to be remeasured to their respective fair value each quarter with the changes in those values affecting earnings and other comprehensive income of Change Healthcare Inc.
The Joint Venture has interest rate risk primarily related to borrowings under the Senior Secured Credit Facilities. Borrowings under the Senior Secured Credit Facilities bear interest at a rate equal to, at the Joint Venture's option, either (i) LIBOR for the relevant interest period, adjusted for statutory reserve requirements (which is subject, in the case of the Term Loan Facility, to a floor of 1.00% per annum and, in the case of the Revolving Credit Facility, to a floor of 0.00% per annum), plus an applicable margin or (ii) a base rate equal to the highest of (a) the rate of interest in effect as publicly announced by the administrative agent as its prime rate, (b) the federal funds effective rate plus 0.50% and (c) adjusted LIBOR for an interest period of one month plus 1.60% (which may be subject, solely in the case of the Term Loan Facility, to a floor of 2.00% per annum), in each case, plus an applicable margin.

As of September 30, 2019, the Joint Venture had borrowings of $3,993.3 million (before unamortized debt discount) under the Senior Secured Credit Facilities. As of September 30, 2019, the LIBOR-based interest rate on the Term Loan Facility and Revolving Credit Facility were each LIBOR plus 2.5%.

The Joint Venture manages economic risks, including interest rate, liquidity and credit risk, primarily by managing the amount, sources and duration of our debt funding and the use of derivative financial instruments. Specifically, the Joint Venture enters into interest rate cap agreements to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Joint Venture's interest rate cap agreements are used to manage differences in the amount, timing and duration of our known or expected cash receipts and our known or expected cash payments principally related to our borrowings. As of September 30, 2019, the Joint Venture's outstanding interest rate cap agreements were each designated as cash flow hedges of interest rate risk and were determined to be highly effective.

A change in interest rates on variable rate debt may impact the Joint Venture's pretax earnings and cash flows. Based on the Joint Venture's outstanding debt as of September 30, 2019, and assuming that its mix of debt instruments, derivative financial instruments and other variables remain the same, the annualized effect of a one percentage point change in variable interest rates would have an annualized pretax impact on the Joint Venture's earnings and cash flows of approximately $20.9 million.

In the future, in order to manage the Joint Venture's interest rate risk, it may refinance its existing debt, enter into additional interest rate cap agreements, modify its existing interest rate cap agreements or make changes that may impact its ability to treat its interest rate cap agreements as a cash flow hedge. However, the Joint Venture does not intend or expect to enter into derivative or interest rate cap agreement transactions for speculative purposes.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Change Healthcare Inc.'s management, with the participation of its Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of its disclosure controls and procedures as of the end of the period covered by this report. The term "disclosure controls and procedures" as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to management including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely discussions regarding required disclosures.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving their desired control objectives. Based on the evaluation of Change Healthcare Inc.'s disclosure controls and procedures as of the end of the period covered by this report, its Chief Executive Officer and Chief Financial Officer concluded that, as of such date, its disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

During the quarter covered by this report, there have been no changes in Change Healthcare Inc.'s internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, its internal controls over financial reporting.
PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Change Healthcare Inc.

In the normal course of business, Change Healthcare Inc. may become subject to various claims and legal proceedings. As of September 30, 2019, Change Healthcare Inc. was not involved in any material pending legal proceedings.

Change Healthcare LLC

The Joint Venture is subject to various claims with customers and vendors, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of its business.

From time to time, the Joint Venture receives subpoenas or requests for information from various government agencies. The Joint Venture generally responds to such subpoenas and requests in a cooperative, thorough and timely manner. These responses sometimes require time and effort and can result in considerable costs being incurred by the Joint Venture. Such subpoenas and requests also can lead to the assertion of claims or the commencement of civil or criminal legal proceedings against the Joint Venture and other members of the health care industry, as well as to settlements.

Additionally, in the normal course of business, the Joint Venture is involved in various claims and legal proceedings. While the ultimate resolution of these matters has yet to be determined, the Joint Venture does not believe that it is reasonably possible that their outcomes will have a material adverse effect on the Joint Venture’s consolidated financial position, results of operations or liquidity.

To reduce their exposure to an unexpected significant monetary award resulting from an adverse judicial decision, both Change Healthcare Inc. and Change Healthcare LLC maintain insurance that they believe is appropriate and adequate based on historical experience. Both Change Healthcare Inc. and Change Healthcare LLC advise their insurance carriers of any claims, threatened or pending, against them in the course of litigation and generally receives a reservation of rights letter from the carriers when such claims exceed applicable deductibles.

ITEM 1A. RISK FACTORS

In addition to the other information included in this report, you should carefully consider the factors discussed in “Risk Factors” included in the Registration Statement on Form S-1 (No. 333-230345), as well as the factors identified under “Cautionary Notice Regarding Forward-Looking Statements” at the end of Part I, Item 2 of this Quarterly Report, which could materially affect the Change Healthcare Inc.’s or the Joint Venture’s business, financial condition or future results. The risks described in the Registration Statement on Form S-1 and this Quarterly Report are not the only risks Change Healthcare Inc. or the Joint Venture face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition or operating results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. MINE SAFETY DISCLOSURES

None

ITEM 5. OTHER INFORMATION

None
ITEM 6. EXHIBITS

The exhibits listed on the accompanying Exhibit Index are filed, furnished or incorporated by reference (as stated therein) as part of this Quarterly Report.

### Exhibit Index

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Amended and Restated Certificate of Incorporation of Change Healthcare Inc., dated as of June 26, 2019 (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on July 2, 2019).</td>
</tr>
<tr>
<td>3.2</td>
<td>Amended and Restated Bylaws of Change Healthcare Inc., dated as of June 26, 2019 (incorporated by reference to Exhibit 3.2 to the Company's Form 8-K filed on July 2, 2019).</td>
</tr>
<tr>
<td>4.1</td>
<td>Purchase Contract Agreement, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as purchase contract agent, as attorney-in-fact for the Holders from time to time as provided therein and as trustee under the indenture referred to therein (incorporated by reference to Exhibit 4.1 to the Company’s Form 8-K filed on July 2, 2019).</td>
</tr>
<tr>
<td>4.2</td>
<td>Form of Unit (included in Exhibit 4.1).</td>
</tr>
<tr>
<td>4.3</td>
<td>Form of Purchase Contract (included in Exhibit 4.1).</td>
</tr>
<tr>
<td>4.4</td>
<td>Indenture, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as trustee (incorporated by reference to Exhibit 4.4 to the Company’s Form 8-K filed on July 2, 2019).</td>
</tr>
<tr>
<td>4.5</td>
<td>First Supplemental Indenture, dated as of July 1, 2019, between Change Healthcare Inc. and U.S. Bank N.A., as trustee (incorporated by reference to Exhibit 4.5 to the Company’s Form 8-K filed on July 2, 2019).</td>
</tr>
<tr>
<td>10.1</td>
<td>Change Healthcare LLC Annual Incentive Plan (AIP) Amended and Restated as of September 18, 2019.</td>
</tr>
<tr>
<td>10.2</td>
<td>Change Healthcare LLC U.S. Executive Severance Benefit Guidelines (Amended and Restated September 18, 2019).</td>
</tr>
<tr>
<td>31.1</td>
<td>Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).</td>
</tr>
<tr>
<td>31.2</td>
<td>Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (filed herewith).</td>
</tr>
<tr>
<td>32.1</td>
<td>Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</td>
</tr>
<tr>
<td>32.2</td>
<td>Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</td>
</tr>
<tr>
<td>99.1</td>
<td>Condensed financial information of Change Healthcare LLC as of September 30, 2019 and March 31, 2019, and for the six months ended September 30, 2019 and 2018.</td>
</tr>
</tbody>
</table>

101.INS XBRL Instance Document
101.SCH XBRL Taxonomy Extension: Schema Document
101.DEF XBRL Taxonomy Extension: Definition Linkbase Document
101.CAL XBRL Taxonomy Extension: Calculation Linkbase Document
101.LAB XBRL Taxonomy Extension: Label Linkbase Document
101.PRE XBRL Taxonomy Extension: Presentation Linkbase Document
Certain agreements and other documents filed as exhibits to this Form 10-Q contain representations and warranties that the parties thereto made to each other. These representations and warranties have been made solely for the benefit of the other parties to such agreements and may have been qualified by certain information that has been disclosed to the other parties to such agreements and other documents and that may not be reflected in such agreements and other documents. In addition, these representations and warranties may be intended as a way of allocating risks among parties if the statements contained therein prove to be incorrect, rather than as actual statements of fact. Accordingly, there can be no reliance on any such representations and warranties as characterizations of the actual state of facts. Moreover, information concerning the subject matter of any such representations and warranties may have changed since the date of such agreements and other documents.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Change Healthcare Inc.

November 14, 2019

By /s/ Neil E. de Crescenzo

Neil E. de Crescenzo
Chief Executive Officer and Director
(Principal Executive Officer)

November 14, 2019

By /s/ Fredrik Eliasson

Fredrik Eliasson
Executive Vice President, Chief Financial Officer
(Principal Financial Officer)
1. Purpose. The purpose of the Change Healthcare LLC Annual Incentive Plan (the "Plan") is to provide an incentive to eligible employees of Change Healthcare LLC and its participating subsidiaries (collectively, the "Company") who contribute to the success of the enterprise. The Plan offers eligible employees an opportunity to earn compensation in addition to their base salaries, based upon the performance of the Company (including its Business Units) and their individual performance.

2. Plan Administration. The Compensation Committee of the Board of Directors (the "Board") of the Company (the "Committee"), in consultation with the Chief Executive Officer of the Company (the "CEO"), shall administer the Plan. The CEO shall oversee and interpret any and all aspects of the Plan (including the amount payable to any individual participant) and may delegate any responsibilities under the Plan to the Chief People Officer ("CPO") of the Company. The CEO (other than with respect to himself) shall make final recommendations to the Committee regarding both the amount and the timing of any bonus payments pursuant to the Plan. The Committee shall review and approve the CEO's recommendations. If an employee believes that he/she has been paid incorrectly or denied payment incorrectly under the Plan, the employee must provide written notice to the CPO (the "appeal") within thirty (30) days of the date of the incorrect payment or payment refusal. The CEO has the sole unilateral discretion and authority to accept or reject an appeal, whether to modify or make a payment in response to an appeal, to interpret and apply the Plan and any and all language contained in the Plan, and to determine the amount of payment. Any and all decisions made by the CEO are final.

3. Plan Year. The Plan shall be effective from April 1 of each fiscal year of the Company through March 31 of such fiscal year (each, a "Plan Year").

4. Participant Eligibility. Employees eligible to participate in the Plan generally include regular full-time employees, unless state, local, province, or territorial laws require additional employee participation, and an eligible employee selected to participate in the Plan is referred to as a "Participant". A Participant must be employed and meet the eligibility criteria before the Participation Deadline to be eligible to participate in the Plan for that year.
Generally, individuals who are ineligible to participate in the Plan include the following:

- Temporary employees, independent contractors and consultants
- Employees located in the United States who do not have a signed Company Protection Agreement on file with the Company
- Anyone not actively employed on the date the Actual Awards are distributed (except as described in this Plan summary)
- Any other employee that does not meet the eligibility criteria above

5. Annual Incentive Potential. The target bonus potential ("Annual Incentive Plan or AIP Target Percentage") is calculated as a percentage of the Participant's Annual Base Salary as of the last day of the Plan Year to which the bonus relates. If a Participant no longer participates in the Plan due to a change in job during the Plan Year, the AIP Target Percentage is calculated as a percentage of the Participant's Annual Base Salary as of the last day of the Plan Year on which the individual was a Participant in the Plan. If a Participant changes from full-time to part-time or vice versa during the Plan year, then the AIP Target Percentage is calculated based on the different employment percentages applicable during the Plan Year. The guidelines for determining AIP Target Percentage are based on the level of the job the employee is assigned. These guidelines, however, may be adjusted to reflect the significance, scope and level of accountability for a given job. Adjustments (increases or reductions) to the AIP Target Percentage levels may be made at the discretion of the CEO or the CFO of the Company. Additionally, certain AIP Target Percentage levels are set forth in written employment agreements. As such, these written agreements shall be controlling.

6. Performance Targets. The funding and payment of bonuses is based upon performance metrics established by the Committee. Unless and until otherwise specified by the Committee, the three Plan components are the Company Performance Targets, Business Unit Performance Targets and Individual Performance Measures. Calculation of Actual Awards shall be based on the achievement of multiple objectives. Each objective has a threshold, target and a maximum level of performance. For each objective, the bonus payment shall range from zero to a maximum percentage based on the level of performance for that objective.

a. Company Performance Targets. Payments are contingent upon the Company achieving the Company Performance Targets as shall be set by the Committee within the first ninety days of a Plan Year. If, and when, bonuses are declared, financial calculations shall be made to determine the funding level for Participants based upon the Company Performance Targets.

b. Business Unit Performance Targets. For those eligible employees whose job responsibilities are primarily related to a particular Business Unit, payments for a portion of the Participant’s bonus amount are contingent upon the Business Unit, achieving the applicable Performance Targets as shall be set by the Committee with respect to each Plan Year. If, and when, bonuses are declared, financial calculations shall be made to determine a funding level for each Business Unit.
c. **Individual Performance Measures.** Each Participant shall have one or more Individual Performance Measures. Individual Performance Measures may be quantitative, qualitative or both. Once the Company and/or the Business Unit have achieved their performance goals, a Participant's Individual Performance Measures, taken as a whole with the Company and/or Business Unit performance, shall determine the amount of the Participant's Actual Award. Individual bonus potential can be greatly impacted by the level of achievement of Individual Performance Measures as determined by each Participant’s manager. Actual Awards shall be adjusted, at each Participant’s manager’s discretion, to reflect the Participant’s individual contribution to the achievement of Company Performance Targets and Business Unit Performance Targets and the Participant’s Individual Performance Measures. A Participant’s manager shall review and approve, modify or disapprove the Actual Award, if any, to be paid to a Participant for the Plan Year, and reserves the right to reduce or increase or eliminate the individual payments determined according to the above method.

7. **Prorations.** If an employee, not previously eligible for participation in the Plan, moves to a job and becomes eligible for participation in the Plan, the employee’s Actual Award shall be calculated as a prorated portion of the annual bonus relevant to that Plan Year based upon the employee’s first date of eligibility. If a person otherwise eligible for participation in the Plan becomes an employee of the Company during the Plan Year, the employee’s Actual Award shall be calculated as a prorated portion of the actual bonus for that Plan Year based upon the employee’s first date of employment. If a Participant is transferred to a new job during the Plan Year with a higher or lower AIP Target Percentage, the determination of the Participant's Actual Award shall be calculated based on the two different AIP Target Percentages, prorated for each AIP Target Percentage based on the date of the change in job. If a Participant is transferred to a new job during the Plan Year with a higher or lower Business Unit Performance Target, the determination of the Participant’s Actual Award shall be calculated based on the different Performance Targets, prorated for each Business Unit Performance Target, based on the date of the change in job within that Plan Year. If a Participant no longer participates in the Plan due to a change in job during the Plan Year, the employee shall be eligible to receive a prorated award based on the period of participation in the Plan, provided, that the employee must continue to meet the “Conditions For Receiving Payment” set forth below. Such prorated award shall be paid at the same time as awards are made to other Participants under the Plan.

8. **Payout and Taxation.** The Company anticipates any bonus amounts earned under the Plan for each Plan Year shall be paid in a lump sum around June of the year following that Plan Year after completion of audited financial statements for the Plan Year and final executive and Committee approval but in any event, bonus amounts earned under the Plan, if any, shall be paid prior to March 15 of the calendar year following the end of the Plan Year to which such bonus amounts relate. Specific provisions regarding distribution
are outlined below under the "Conditions for Receiving Payment" section of the Plan. Payroll taxes shall be withheld from the bonus award, or remitted to tax authorities, subject to and in accordance with law. Actual Awards that Participants receive shall be reported as income in the year in which they are paid, in accordance with applicable law.

9. Conditions for Receiving Payment. No Actual Awards under this Plan shall be paid to any Participant if employment is terminated, whether voluntary or involuntary, prior to the actual payment distribution date, except as described in Section 10 of this Plan summary or to the extent required by applicable law. However, the Company retains the authority to make exceptions to the foregoing policy in unusual or meritorious cases including, but not limited to, the death of a Participant during the Plan Year, termination of employment due to total or partial disability, call to active military service or retirement with the written consent of the Company. For clarity, a Participant is considered an active employee of the Company during any notice period, whether based on a written employment agreement, the applicable local employment or labor laws, or the common or civil law ("Notice Period") if the Participant continues working during the Notice Period, regardless of why that Participant’s employment is terminated. However, if a Participant receives a payment in lieu of notice, instead of working during the Notice Period, the employee will not be considered an active employee during the Notice Period and the last day worked is considered the termination date for purposes of the Plan.

10. Effect of Termination of Employment. Except as expressly set forth in this section, a Participant must be an active employee of the Company on the date the Actual Awards are distributed to Participants to be eligible to receive any payment under the Plan.

a. Death or Long-Term Disability. If a Participant’s employment is terminated by the Company due to death or Long-Term Disability during the Plan Year, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.

b. Retirement. If a Participant’s employment is terminated due to Retirement on or after the Participation Deadline, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.

c. Other Qualifying Terminations. If a Participant’s employment is terminated due to a Qualifying Termination on or after the Participation Deadline, the Participant shall be entitled to receive a prorated portion of the Actual Award, with proration based on the date of termination of employment within the Plan Year.
11. **Limitations and/or Adjustments.** Payment of an Actual Award under the Plan is not an integral part of a Participant’s compensation package. A Participant’s base salary compensates them for the expected results of any given job role within the Company. Payment of an Actual Award is at the discretion of the Company. For the avoidance of doubt, the Plan is discretionary by nature, and unless the provincial labor/employment standards legislation applicable in the province of employment where the Participant works requires otherwise in the specific circumstances, awards made under the Plan shall not be deemed a portion of a Participant’s compensation for any purpose whatsoever, including without limitation, when calculating a Participant’s entitlements to termination pay, severance pay or other amounts payable upon termination of employment. Participation in a Plan Year does not guarantee payment of an award under the Plan for that Plan Year and Participation in one Plan Year does not guarantee participation in any subsequent Plan Year. The Company reserves the right to review, amend, suspend and/or terminate the Plan, the incentive calculation formulas and all other aspects of the Plan at any time. Plan changes shall be based on a determination of the Company’s business needs and do not require prior notification or explanation to Participants. A Participant’s participation in the Plan shall not be construed as an employment contract or as a promise of continuing employment between the Company and the Participant. Employment with the Company is terminable at will, unless an employment contract or state, local, province, or territorial laws requires otherwise.

12. **Active Employment Eligibility.** If a Participant takes any type of approved leave of absence for less than (12) consecutive weeks during the Plan Year, this period of time will be included in the calculation of the award. If a Participant takes any type of approved leave of absence for (12) consecutive weeks during the Plan Year or more, the period of time in excess of (12) weeks will not be considered in the Participant’s Actual Award calculation, unless an employment contract or state, local, province, or territorial laws requires otherwise.

13. **Section 409A.** The payments made under this Plan to Participants subject to U.S. taxes are intended to be exempt from with Section 409A of the Internal Revenue Code of 1986, as amended, and applicable guidance issued thereunder ("Section 409A"). Payments made under this Plan shall be interpreted and construed to be distributed in the short-term deferral period, as defined under Treasury Regulation section 1.409A-1(b)(4). Notwithstanding any provision of this Plan to the contrary, this Plan shall be interpreted and construed consistent with the terms set forth in this Section 13, provided that the Company shall not be required to assume any increased economic burden in connection therewith. Although the Company intends to administer this Plan so that it shall be exempt from the requirements of Section 409A, the Company does not represent or warrant that this Plan shall be exempt from Section 409A or any other provision of federal, state, local, or non-United States law. The Company, or either of its directors, officers, employees or advisors shall not be liable to the Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant may owe as a result of compensation paid under this Plan, and shall have no obligation to indemnify or otherwise protect the Participant from the obligation to pay any taxes pursuant to Section 409A.
14. **Clawback.** Any payment made under this Plan shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or similar policy adopted by the Company, whether in existence as of the effective date of the Plan or later adopted by the Company; and (ii) any applicable law or government regulation. Further, unless otherwise determined by the Committee, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Plan for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company. The Company will make any determination for clawback, forfeiture or recovery in its sole discretion and in accordance with any applicable law, government regulation or Company policy, as applicable. By participating in this Plan the Participant consents to such deductions being made by the Company.

15. **Change in Control.** In connection with a Change in Control, the Committee shall have the discretion to make changes to the Plan and awards hereunder as the Committee, in its sole discretion, deems to be equitable and appropriate.

16. **Definitions.**

a. "**Actual Award**" means the finally determined amount payable to a Participant under the Plan for a Plan Year.

b. "**Affiliate**" means any Person that directly or indirectly controls, is controlled by, or is under common control with Change Healthcare Inc. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract, or otherwise.

c. "**Annual Base Salary**" means annual rate of pay as of the last day of the Plan year for exempt Participants. For non-exempt Participants, this is the hourly rate of pay annualized for the number of hours worked during the Plan Year.

d. "**Change in Control**" means (i) the acquisition (whether by purchase, merger, consolidation, combination, or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% (on a fully diluted basis) of either (A) the then-outstanding
shares of Common Stock, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, the exchange of exchangeable stock or units, and the exercise of any similar right to acquire such Common Stock; or (B) the combined voting power of the then-outstanding voting securities of Change Healthcare Inc. entitled to vote generally in the election of directors, in the case of each of the foregoing clauses (A) and (B) assuming that all Units (as defined in the Company LLC Agreement) held by MCK Members (as defined in the Company LLC Agreement) had been exchanged for an equal number of shares of Common Stock; provided, however, that for purposes of the Plan, the following acquisitions shall not constitute a Change in Control: (i) any acquisition by Change Healthcare Inc. or any Affiliate; (ii) any acquisition by any employee benefit plan sponsored or maintained by Change Healthcare Inc. or any Affiliate; or (iii) any acquisition in connection with a Qualified MCK Exit (as defined in the Company LLC Agreement); (ii) during any period of 12 months, individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, provided, that any Person becoming a director subsequent to the effective date of the Plan, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of Change Healthcare Inc. in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director; or (iii) the sale, transfer, or other disposition of all or substantially all of the assets of Change Healthcare Inc. and the Company (taken as a whole) to any Person that is not an Affiliate of Change Healthcare Inc. or the Company.

c. "Common Stock" means the common stock of Change Healthcare Inc., par value $0.001 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).


e. "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference in the Plan to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations, or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations, or guidance.
b. “Long-Term Disability” shall mean the Company or its affiliates having cause to terminate a Participant’s employment or service on account of “disability,” as defined in any written employment agreement then in effect between the Participant and the Company or an affiliate, or in the absence of such an agreement, a condition entitling the Participant to receive benefits under a long-term disability plan of the Company or an affiliate or, in the absence of such a plan, the complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which a Participant was employed or served when such disability commenced or, as determined by the Company based upon medical evidence acceptable to it.

i. “Participation Deadline” with respect to a Plan Year shall mean January 1 of the Plan Year.

j. “Person” means any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

k. “Qualifying Termination” means a termination of employment eligible to receive benefits under the Company’s Severance Guidelines or Executive Severance Guidelines in accordance with the terms and conditions of such guidelines as may be amended from time to time.

l. “Retirement” means, unless otherwise set forth in an employment agreement with a Participant or specifically defined under local law for the purposes of payment of compensation for services, termination from the Company with age of at least 65.

17. Governing Law. For employees on U.S. payroll, the laws of the state of Tennessee shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to the state of Tennessee’s conflict of laws rules.

For international employees, the laws of the country where the Participant permanently resides shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to the Country of Residence’s conflict of laws rules.
CHANGE HEALTHCARE LLC
U.S. EXECUTIVE SEVERANCE BENEFIT GUIDELINES
(AMENDED AND RESTATED SEPTEMBER 18, 2019)

1. INTRODUCTION.
   The terms of the Change Healthcare LLC Executive Severance Benefit Guidelines (the "Guidelines") are set forth below. The purpose of the Guidelines is to provide a framework to be used in the event that any of the Change Healthcare LLC, Participating Companies (collectively, the "Company") decides to award severance to Eligible Executives who have a Qualifying Termination and who do not have a contractual entitlement to Severance Benefits. The determination as to which Executive is eligible to receive Severance Benefits in the event of a Qualifying Termination is within the Company's sole discretion. The Company may amend, modify or terminate these Guidelines at any time with or without notice to Executives, including without limitation the right to establish Severance Benefits on an as-needed basis in its sole discretion.

2. EFFECTIVE DATE.
   These Guidelines are effective as of February 1, 2018. These Guidelines supersede any plan, program, guidelines, policy or arrangements previously in effect for the Executives by which Severance Benefits would be provided by the Company, with the exception of Executives who have entered into an individual employment agreement with the Company that provides for Severance Benefits.

3. ELIGIBILITY FOR SEVERANCE BENEFITS.
   (a) General Rules. An executive of the Company in the executive career band "E", who is a U.S. Eligible Paid Executive is entitled to receive Severance Benefits, subject to the conditions and requirements set forth in these Guidelines. These guidelines do not apply to the Chief Executive Officer.

   (b) Definitions. The following definitions shall apply to these Guidelines:

   (i) "Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with Change Healthcare Inc. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract, or otherwise.
(ii) "Cause" means the following: (A) the Executive's violation of any federal or state law or regulation applicable to the business of the Company or its affiliates; (B) the Executive being convicted of, or entering a plea of nolo contendere to any crime or committing any act of moral turpitude; (C) the Executive engaging in any act of dishonesty, fraud or misrepresentation; (D) the breach of any agreement between the Executive and the Company (or any affiliate of the Company), including but not limited to a breach of a restrictive covenant agreement; (E) the Executive's habitual or willful neglect of duties; (F) the Executive's breach of any duties owed to the Company, including but not limited to fiduciary duty and duty of care; or (G) the Executive's failure to perform his or her assigned duties or responsibilities (other than a failure resulting from the Executive's disability) after notice thereof from the Company describing the Executive's failure to perform such duties or responsibilities. Notwithstanding the foregoing, if "Cause" is defined in any employment agreement between the Company and Executive then the meaning of "Cause" in the employment agreement shall apply.

(iii) "Change in Control" means (I) the acquisition (whether by purchase, merger, consolidation, combination, or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% (on a fully diluted basis) of either (A) the then-outstanding shares of Common Stock, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, the exchange of exchangeable stock or units, and the exercise of any similar right to acquire such Common Stock; or (B) the combined voting power of the then-outstanding voting securities of Change Healthcare Inc. entitled to vote generally in the election of directors, in the case of each of the foregoing clauses (A) and (B) assuming that all Units (as defined in the Company LLC Agreement) held by MCK Members (as defined in the Company LLC Agreement) had been exchanged for an equal number of shares of Common Stock; provided, however, that for purposes of the Plan, the following acquisitions shall not constitute a Change in Control: (i) any acquisition by Change Healthcare Inc. or any Affiliate; (ii) any acquisition by any employee benefit plan sponsored or maintained by Change Healthcare Inc. or any Affiliate, or (iii) any acquisition in connection with a Qualified MCK Exit (as defined in the Joint Venture LLC Agreement); (ii) during any period of 12 months, individuals who, at the beginning of such period, constitute the Board of Directors of Change Healthcare Inc. (the "Board," the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided, that any Person becoming a director subsequent to the Effective Date, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a
specific vote or by approval of the proxy statement of Change Healthcare Inc. in which such Person is named as a nominee for director, without written objection in such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director; or (iii) the sale, transfer, or other disposition of all or substantially all of the assets of Change Healthcare Inc. and the Company (taken as a whole) to any Person that is not an Affiliate of Change Healthcare Inc. or the Company.

(iv) "COBRA Continuation" means the continuation of medical, dental and/or vision benefits under the Company-sponsored group health plan that an Executive who is enrolled in such group health plan may elect pursuant to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (commonly known as COBRA).

(v) "COBRA Subsidy" means, subject to the Eligible Executive being eligible to elect COBRA Continuation coverage, the Company's payment, in lump sum, of the amount equal to the cost of such Eligible Executive's COBRA Continuation premiums that the Company and Eligible Executive would pay if he or she elects COBRA Continuation for the number of months specified in Schedule A, as attached to these Guidelines.

(vi) "Code" means the Internal Revenue Code, as amended from time to time.

(vii) "Common Stock" means the common stock of Change Healthcare Inc., par value $0.001 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(viii) "Company" means Change Healthcare LLC.

(ix) "Company LLC Agreement" means the Third Amended and Restated Limited Liability Company Agreement of Change Healthcare LLC, dated as of March 1, 2017.

(x) "Comparable Employment" means a position with the Company that is similar in job authority, duties, reporting structure, responsibilities, and is located within 50 miles of the Executive's current worksite or with a relocation package and with a salary equal to or greater than the Executive’s current salary.
(xv) "Executive" means an employee of the Company if the E Compensation Grade.

(xvi) "Guidelines" means these Change Healthcare LLC Executive Severance Benefits Guidelines, as amended from time to time.

(xvii) "Participating Companies" means any subsidiary or affiliate of Change Healthcare LLC, that is owned by no less than an 80% interest by Change Healthcare LLC, or any of its subsidiaries.

(xviii) "Person" means any individual, entity, or group (within the meaning of Section 13(d)(1) or 14(d)(2) of the Exchange Act).

(xix) "Qualifying Termination" means that the Company involuntarily terminates without Cause the employment of an Executive, or any other constructive termination that the Executive and the Company have agreed constitutes a Qualifying Termination. It is within the sole discretion of the Company to determine whether a termination is a Qualifying Termination.

(xx) "Release" means a waiver and release in favor of the Company and on the form provided by the Company. The waiver and release will apply to all claims, known and unknown, relating to the Executive's employment with the Company through and including the date of execution. The contents of the general release will vary, depending on the state in which the affected Executive resides, the age of the Executive, and whether two or more employees are affected by the same action.

(xxi) "Severance Benefits" means the amount of payments that an Eligible Executive may receive under these Guidelines.
(c) Eligibility. In order to be eligible to receive Severance Benefits under these Guidelines, an Eligible Executive must not fall under one of the exceptions, as set forth in Section 3(c) of these Guidelines, and fulfill the following:

(i) be actively employed until his or her date of termination as scheduled by the Company unless otherwise indicated by the Company.

(ii) must execute and return a Release in accordance with the time periods set forth in the release agreement.

(d) Exceptions. An Executive who otherwise is an Eligible Executive will not receive Severance Benefits in any of the following circumstances:

(i) The Executive has executed an individually negotiated employment contract or agreement with the Company, which includes the provision of Severance Benefits upon his or her termination. Such Executive’s Severance Benefits, if any, shall be governed by the terms of such individually negotiated employment contract or agreement. If these Guidelines would provide the Executive more benefits than the Executive’s individual agreement, the Company may, at its sole discretion, offer the Executive the amount set forth herein;

(ii) The Executive voluntarily terminates employment with the Company. Voluntary terminations include, but are not limited to, resignation and retirement;

(iii) The Executive reject any offer of Comparable Employment with the Company;

(iv) In connection with a Change in Control between the Company and another entity, the surviving entity (a “Successor Employer”) employs Executive for the period of time outlined in Schedule A as attached to these Guidelines, after the Change in Control in the same position as he or she held immediately prior to the Change in Control or offers Comparable Employment to Executive.

If, during any period, the Company has not regarded an individual as an employee of the Company and, for that reason, has not withheld employment taxes with respect to that individual, then such individual shall not be an Eligible Executive for that period, even in the event that the individual is determined, retroactively, to have been an employee of the Company during all or any portion of that period.
4. **AMOUNT OF SEVERANCE BENEFITS.**

Schedule A, attached to these Guidelines, sets forth the amount of the Severance Benefits that an Eligible Executive may receive pursuant to these Guidelines.

5. **EQUITY.**

When the Eligible Executive terminates employment, any outstanding stock options, restricted stock units or other equity grants will be treated as set forth in the applicable equity incentive plan and award agreements and/or any other related documents.

6. **OTHER EMPLOYMENT BENEFITS.**

   (a) **COBRA Continuation.** Each Eligible Executive who is enrolled in a Company-sponsored health, dental or vision plan will be eligible for COBRA Continuation coverage. The Company will notify the individual of any such right to continue health coverage.

   (b) **Other Employee Benefits.** All non-health benefits (such as life insurance and disability coverage) will terminate as of the Executive’s last day of being physically present on the job, the last day of active employment with the Company, or the date of termination, as determined by the applicable plan documents and/or the Company in its sole discretion (except to the extent that the Executive elects and pays for any conversion privilege available). The Executive’s right to benefits under the Company’s 401(k) plan shall be determined exclusively by the plan and any of its related agreements.

   (c) **Coordination with Other Plans.** Any Severance Benefits payable to the Eligible Executive under these Guidelines will not be counted as compensation for purposes of determining benefits under any other benefit policies or plans of the Company, except to the extent expressly provided therein.

7. **TIME AND FORM OF PAYMENT.**

Subject to the terms and conditions set forth in these Guidelines, Severance Benefits will be paid in a single lump sum on the first payroll date following the effective date of the Release, except as otherwise provided in Schedule A, as attached to these Guidelines. No Severance Benefits will be paid or provided until the expiration of any applicable revocation period. In no event will any Severance Benefits be paid or provided under these Guidelines if the Release does not become effective by fifteen (15) days prior to (i) the end of the short-term deferral period as defined in Treasury Regulation § 1.409A-1(b)(4) or (ii) the end of the second calendar year following the year in which the separation occurs, if the Severance Benefits are less than the maximum amount provided under Treasury Regulation § 1.409A-1(b)(9)(iii)(A).
8. NON-DUPLICATION OF BENEFITS.

There will be no duplication of severance benefits that the Company or any of its affiliates pay or provide to the Eligible Executive, and that the Severance Benefits provided under these Guidelines are in lieu of any severance benefits for which the Eligible Executive might otherwise have been eligible under any plan, program, guidelines, policy or arrangement of the Company or any of its affiliates. To the extent necessary to avoid duplication of benefits, Severance Benefits paid or provided under these Guidelines will be reduced to offset severance benefits paid or provided to the Eligible Executive under any other plan, program, guidelines, policy or arrangement of the Company or any of its affiliates. Notwithstanding the foregoing, an Executive who has an employment agreement, in effect with the Company at the time of his or her termination of employment, that provides for severance payments and/or benefits shall not be eligible to be an Eligible Executive and shall not receive any Severance Benefits under these Guidelines.

9. NOTICE.

The Company may give at least two (2) weeks’ non-working notice in advance of termination at the Company’s sole discretion. If the effective date of the termination is immediate, then the Company may pay the Eligible Executive(s) an amount equal to two (2) weeks’ salary in lieu of notice. However, the provision of notice and/or notice pay is at the Company’s sole discretion, unless notice and/or notice pay is required by applicable law.

10. NO IMPLIED EMPLOYMENT CONTRACT.

Nothing in these Guidelines shall be deemed (a) to give any Executive any right to be retained in the employ of the Company, or (b) to interfere with the right of the Company to discharge any Executive at any time and for any reason, which right is hereby reserved. Nothing contained in these Guidelines alters or amends an Executive’s status as an at-will employee. As an at-will employee, either the Executive or the Company may terminate the employment relationship with or without cause, with or without advance notice.
11. REEMPLOYMENT.

If an Eligible Executive receives Severance Benefits pursuant to these Guidelines and is subsequently reemployed by the Company in reasonably Comparable Employment, such Eligible Executive shall be obligated to repay the Company any portion of Severance Benefits received that is in excess of the time from the date she was separated from the Company. For purposes of determining the repayment obligation, the Severance Benefits shall be converted to a "Weekly Benefit Amount," which shall be calculated by dividing the Severance Benefits paid by the number of weeks of base salary payments that the Eligible Executive received as set forth in Schedule A, as attached to these Guidelines. The Weekly Benefit Amount multiplied by the number of whole weeks the Eligible Executive was separated from the Company shall be deducted from the total amount of Severance Benefits paid, and such Eligible Executive shall repay to the Company the difference between the two amounts.


(a) Notwithstanding any other provision of these Guidelines or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Eligible Executive or for the Eligible Executive’s benefit pursuant to the terms of these Guidelines or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Code and would, but for this Section 12 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Eligible Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "Reduced Amount"). "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(b) Any such reduction shall be made in accordance with Section 409A of the Code and the following:

(i) the Covered Payments which do not constitute nonqualified deferred compensation subject to Section 409A of the Code shall be reduced first; and

(ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.
(c) Any determination required under this Section 12, including whether any payments or benefits are parachute payments, shall be made by the Company (or an accounting firm that the Company selects) in its sole discretion. The Eligible Executive shall provide the Company with such information and documents as the Company may reasonably request in order to make a determination under this Section 12. The Company's determination shall be final and binding on the Eligible Executive.

(d) It is possible that after the determinations and selections made pursuant to this Section 12 the Eligible Executive will receive Covered Payments that are in the aggregate more than the amount provided under this Section 12 ("Overpayment") or less than the amount provided under this Section 12 ("Underpayment").

(i) In the event that: (A) the Company determines, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Eligible Executive which the Company believes has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Eligible Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Eligible Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Company, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Eligible Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Eligible Executive until the payment date.

(e) Notwithstanding the foregoing, the Company in its sole discretion may choose to put the Parachute Payments to a shareholder vote in accordance with Section 280G(b)(5)(B) and the regulations promulgated thereunder.
13. GENERAL PROVISIONS.

(a) Severability. The invalidity or unenforceability of any provision of these Guidelines shall not affect the validity or enforceability of any other provision of the Guidelines. If any provision of these Guidelines is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, such provision shall be deemed modified, amended and narrowed to the extent necessary to render such provision legal, valid, and enforceable, and the other remaining provisions of these Guidelines shall not be affected but shall remain in full force and effect.

(b) Headings and Subheadings. Headings and subheadings contained in these Guidelines are intended solely for convenience and no provision of these Guidelines is to be construed by reference to the heading or subheading of any section or paragraph.

(c) Unfunded Obligations. The amounts to be paid to Eligible Executives under these Guidelines are unfunded obligations of the Company. The Company is not required to segregate any monies or other assets from its general funds with respect to these obligations. Eligible Executives shall not have any preference or security interest in any assets of the Company other than as a general unsecured creditor.

(d) Successors. These Guidelines will be binding upon any successor to the Company, its assets, its businesses or its interest, in the same manner and to the same extent that the Company would be obligated under the Guidelines if no succession had taken place. In the case of any transaction in which a successor would not be by the foregoing provision or by operation of law be bound by these Guidelines, the Company shall require any successor to the Company to expressly and unconditionally assume these Guidelines in writing and honor the obligations of the Company hereunder, in the same manner and to the same extent that the Company would be required to perform if no succession had taken place. All payments and benefits that become due to an Eligible Executive under these Guidelines will inure to the benefit of his or her heirs, assigns, designees, or legal representatives.

(e) Transfer and Assignment. Neither an Eligible Executive nor any other person shall have any right to sell, assign, transfer, pledge, anticipate or otherwise encumber, transfer, hypothecate or convey any amounts payable under these Guidelines prior to the date that such amounts are paid, except that, in the case of an Eligible Executive's death, such amounts shall be paid to his or her estate.

(f) Waiver. Any party's failure to enforce any provision or provisions of these Guidelines will not in any way be construed as a waiver of any such provision or provisions, nor prevent any party from thereafter enforcing each and every other provision of the Guidelines.
(g) **Governing Law.** To the extent not preempted by federal law, these Guidelines shall be construed in accordance with and governed by the laws of Tennessee without regard to conflicts of law principles.

(h) **Clawback.** Any payment made under the Guidelines shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or similar policy adopted by Change Healthcare Inc., whether in existence as of the Effective Date or later adopted by Change Healthcare Inc. and (ii) any applicable law or government regulation. Further, unless otherwise determined by the Compensation Committee of Change Healthcare Inc., to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Guidelines for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to Change Healthcare Inc. Change Healthcare Inc. will make any determination for clawback, forfeiture or recovery in its sole discretion and in accordance with any applicable law, government regulation or Change Healthcare Inc. policy, as applicable. By participating in these Guidelines, the Participant consents to such deductions being made by Change Healthcare Inc.

(i) **Withholding.** The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

(j) **Section 409A of the Code.**

(i) These Guidelines are intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and administered in accordance with Section 409A of the Code. Notwithstanding any other provision of the Guidelines, payments provided under the Guidelines may only be made upon an event and in a manner that complies with Section 409A of the Code or an applicable exemption. Any payments under the Guidelines that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment or benefit provided under the Guidelines shall be treated as a separate payment. Any payments subject to and not exempt from Section 409A is to be made under the Guidelines upon a termination of employment shall only be made upon a “separation from service” under Section 409A of the Code. Although the Company intends to administer these Guidelines so that they shall comply with the requirements of 409A, the
Company does not represent or warrant that these Guidelines shall comply with Section 409A or any other provision of federal, state, local or non-United States law. The Company, or either of its directors, officers, employees or advisers shall not be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by a Eligible Executive as a result of compensation paid under the Guidelines, and shall have no obligation to indemnify or otherwise protect an Eligible Executive from the obligation to pay any taxes pursuant to Section 409A.

(ii) Notwithstanding any other provision of the Guidelines, if any payment or benefit provided to an Eligible Executive in connection with his or her Qualifying Termination is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the Eligible Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(B)(i) of the Code, then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Qualifying Termination or, if earlier, on the Eligible Executive's death (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Eligible Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule. Notwithstanding any other provision of the Guidelines, if any payment or benefit is conditioned on the Eligible Executive’s execution of a Release, the first payment shall include all amounts that would otherwise have been paid to the Eligible Executive during the period beginning on the date of the Qualifying Termination and ending on the payment date if no delay had been imposed. If the consideration and revocation period of the Release crosses over two (2) calendar years, then the Severance Benefits shall be paid or begin being paid (taking the preceding sentence into effect), on the later of (A) the first payroll date in the second calendar year; or (B) the first payroll date following the effective date of the Release.

(iii) To the extent required by Section 409A of the Code, each reimbursement or in-kind benefit provided under the Guidelines shall be provided in accordance with the following: (A) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, and (B) any right to reimbursements or in-kind benefits under the Guidelines shall not be subject to liquidation or exchange for another benefit.
SCHEDULE A
Severance Benefits Schedule

U.S. Executives (excluding the Chief Executive Officer) in the Executive 
"E" Career Band

Qualifying Termination Not in Connection with a Change in Control

- Base: Eligible Executive shall be eligible to receive a lump sum payment equivalent to twelve (12) months of base salary in effect on the date of the Qualifying Termination.

- COBRA Subsidy: Eligible Executive shall be eligible to receive payment of, in lump sum, an amount equivalent to the COBRA health insurance premiums that the Company and Eligible Executive would pay for employees with similar coverage during the twelve (12) month period following Eligible Executive’s termination.

Qualifying Termination in Connection with a Change in Control

If Eligible Executive’s Qualifying Termination occurs upon a Change in Control, or within twelve (12) months after a Change in Control, Eligible Executive shall be eligible to receive a lump sum payment equivalent to the sum of:

- Twelve (12) months of base salary in effect on the date of the Qualifying Termination;

- The bonus Eligible Executive would have received under the Annual Incentive Plan ("AIP") in effect at the time of such Qualifying Termination, at 1.5 times the Eligible Executive’s full target payout rate for the year in which the Qualifying Termination occurs; and

- The COBRA health insurance premiums that the Company and Eligible Executive would pay for employees with similar coverage during the twelve (12) month period following Eligible Executive’s termination;

provided, however, that (i) the sum of the above-described benefits payable to Eligible Executive in connection with a Change in Control may be subject to reduction as described in Section 12 of the Guidelines and/or (ii) in connection with a Change in Control, the Compensation Committee of Change Healthcare Inc. shall have the discretion to make changes to the Guidelines and benefits payable hereunder as the Compensation Committee of Change Healthcare Inc., in its sole discretion, deems to be equitable and appropriate.
Eligibility Exception: In accordance with section 3(d)(iv), twelve (12) months.
SARBANES-OXLEY SECTION 302(a) CERTIFICATION

1. Neil E. de Crescenzo, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Change Healthcare Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2019

By: /s/ Neil E. de Crescenzo
Name: Neil E. de Crescenzo
Title: President and Chief Executive Officer of Change Healthcare Inc.
SARBANES-OXLEY SECTION 302(a) CERTIFICATION

1. I, Fredrik Eliasson, certify that:

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 14, 2019

By: /s/ Fredrik Eliasson
Name: Fredrik Eliasson
Title: Executive Vice President and Chief Financial Officer of Change Healthcare Inc.
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Change Healthcare Inc. (the "Company") on Form 10-Q for the period ended September 30, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Neil E. de Crescenzo, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, in my capacity as an officer of the Company, that, to my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2019

By: /s/ Neil E. de Crescenzo
Name: Neil E. de Crescenzo
Title: President and Chief Executive Officer of Change Healthcare Inc.
CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Change Healthcare Inc. (the "Company") on Form 10-Q for the period ended September 30, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Fredrik Eliasson, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, in my capacity as an officer of the Company, that, to my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2019

By: /s/ Fredrik Eliasson
Name: Fredrik Eliasson
Title: Executive Vice President and
Chief Financial Officer of Change Healthcare Inc.
Financial Information of Significant Equity Method Investee
Change Healthcare LLC

Index to Condensed Consolidated Financial Statements

Explanatory Note 2
Condensed Consolidated Statements of Operations 3
Condensed Consolidated Statements of Comprehensive Income (Loss) 4
Condensed Consolidated Balance Sheets 5
Condensed Consolidated Statements of Members' Equity (Deficit) 6
Condensed Consolidated Statements of Cash Flows 7
Notes to Consolidated Financial Statements 8
EXPLANATORY NOTE

Unconsolidated Significant Subsidiary

Change Healthcare Inc.'s ("the Company") primary asset is its interest in the Joint Venture which is accounted for using the equity method. As the Company's investment in the Joint Venture is considered to be significant, the Joint Venture's annual financial statements are required to be included as an exhibit to each Company Annual Report on Form 10-K in accordance with SEC Rule 3-49 of Regulation S-X. Given the significance of this investment to the financial position and results of operations of the Company, however, we have elected to include financial information of the Joint Venture in this Quarterly Report on Form 10-Q.
Change Healthcare LLC
Condensed Consolidated Statements of Operations
(unaudited and amounts in thousands, except unit and per unit data)

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended September 30</th>
<th>Six Months Ended September 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solutions revenue</td>
<td>$738,701</td>
<td>$737,786</td>
</tr>
<tr>
<td>Postage revenue</td>
<td>$57,110</td>
<td>62,404</td>
</tr>
<tr>
<td>Total revenue</td>
<td>$795,811</td>
<td>800,190</td>
</tr>
<tr>
<td>Operating expenses:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of operations (exclusive of depreciation and amortization below)</td>
<td>331,234</td>
<td>327,563</td>
</tr>
<tr>
<td>Research and development</td>
<td>51,783</td>
<td>51,243</td>
</tr>
<tr>
<td>Sales, marketing, general and administrative</td>
<td>190,039</td>
<td>207,105</td>
</tr>
<tr>
<td>Customer postage</td>
<td>57,110</td>
<td>62,404</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>77,448</td>
<td>69,258</td>
</tr>
<tr>
<td>Accretion and changes in estimate with related parties, net</td>
<td>3,214</td>
<td>5,932</td>
</tr>
<tr>
<td>Gain on Sale of the Extended Care Business</td>
<td></td>
<td>(111,392)</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>$710,828</td>
<td>612,113</td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>84,983</td>
<td>188,077</td>
</tr>
<tr>
<td>Non-operating (income) and expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest expense, net</td>
<td>69,901</td>
<td>80,677</td>
</tr>
<tr>
<td>Loss on extinguishment of debt</td>
<td>16,900</td>
<td></td>
</tr>
<tr>
<td>Contingent consideration</td>
<td>1,700</td>
<td>(72)</td>
</tr>
<tr>
<td>Other, net</td>
<td>(5,386)</td>
<td>(3,849)</td>
</tr>
<tr>
<td>Total non-operating (income) and expense</td>
<td>84,115</td>
<td>76,756</td>
</tr>
<tr>
<td>Income (loss) before income tax provision (benefit)</td>
<td>888</td>
<td>111,321</td>
</tr>
<tr>
<td>Income tax provision (benefit)</td>
<td>998</td>
<td>(2,119)</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$ (130)</td>
<td>$113,440</td>
</tr>
<tr>
<td>Net income (loss) per common unit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td></td>
<td>$ 0.45</td>
</tr>
<tr>
<td>Diluted</td>
<td></td>
<td>$ 0.45</td>
</tr>
<tr>
<td>Weighted average common units outstanding:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>318,219,628</td>
<td>251,501,744</td>
</tr>
<tr>
<td>Diluted</td>
<td>323,970,633</td>
<td>253,333,940</td>
</tr>
</tbody>
</table>

See accompanying notes to condensed consolidated financial statements.
Change Healthcare LLC  
Condensed Consolidated Statements of Comprehensive Income (Loss)  
(unaudited and amounts in thousands)  

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended</th>
<th></th>
<th>Six Months Ended</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>September 30, 2019</td>
<td>September 30, 2018</td>
<td>September 30, 2019</td>
<td>September 30, 2018</td>
</tr>
<tr>
<td>Net Income (loss)</td>
<td>$ (130)</td>
<td>$ 113,440</td>
<td>$ 71,785</td>
<td>$ 125,946</td>
</tr>
<tr>
<td>Other comprehensive income (loss):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign currency translation adjustment</td>
<td>3,812</td>
<td>1,886</td>
<td>4,568</td>
<td>(6,752)</td>
</tr>
<tr>
<td>Changes in fair value of interest rate cap, net of taxes</td>
<td>(3,150)</td>
<td>4,925</td>
<td>(21,254)</td>
<td>7,529</td>
</tr>
<tr>
<td>Other comprehensive income (loss)</td>
<td>656</td>
<td>6,811</td>
<td>(16,686)</td>
<td>777</td>
</tr>
<tr>
<td>Total comprehensive income (loss)</td>
<td>$ 526</td>
<td>$ 120,251</td>
<td>$ 55,099</td>
<td>$ 126,723</td>
</tr>
</tbody>
</table>

See accompanying notes to condensed consolidated financial statements.
Change Healthcare LLC  
Condensed Consolidated Balance Sheets  
(unaudited and amounts in thousands)

<table>
<thead>
<tr>
<th>Assets</th>
<th>September 30, 2019</th>
<th>March 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$72,592</td>
<td>$47,718</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>—</td>
<td>1,176</td>
</tr>
<tr>
<td>Accounts receivable, net of allowance for doubtful accounts</td>
<td>675,306</td>
<td>759,502</td>
</tr>
<tr>
<td>Contract assets</td>
<td>139,111</td>
<td>—</td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>155,019</td>
<td>172,067</td>
</tr>
<tr>
<td>Assets held for sale (see Note 14)</td>
<td>29,562</td>
<td>—</td>
</tr>
<tr>
<td>Total current assets</td>
<td>1,071,990</td>
<td>980,463</td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>168,305</td>
<td>197,263</td>
</tr>
<tr>
<td>Goodwill</td>
<td>3,295,381</td>
<td>3,284,266</td>
</tr>
<tr>
<td>Intangible assets, net</td>
<td>1,261,290</td>
<td>1,320,161</td>
</tr>
<tr>
<td>Other noncurrent assets, net</td>
<td>500,627</td>
<td>421,985</td>
</tr>
<tr>
<td>Total assets</td>
<td>$6,289,593</td>
<td>$6,204,138</td>
</tr>
</tbody>
</table>

| Liabilities and members' equity |         |                |
| Current liabilities: |         |                |
| Drafts and accounts payable | $64,010 | $98,250 |
| Accrued expenses | 315,419 | 316,179 |
| Deferred revenues | 337,371 | 437,636 |
| Due to related parties, net | 23,230 | 34,629 |
| Current portion of long-term debt | 26,644 | 2,789 |
| Total current liabilities | 766,674 | 869,783 |
| Long-term debt, excluding current portion | 4,944,393 | 5,787,350 |
| Deferred income tax liabilities | 110,016 | 106,099 |
| Tax receivable agreements obligations to related parties | 159,876 | 212,098 |
| Other long-term liabilities | 112,812 | 113,194 |
| Commitments and contingencies (see Note 6) |         |                |
| Members' equity (deficit) | 155,820 | (904,786) |
| Total liabilities and members' equity | $6,289,593 | $6,204,138 |

See accompanying notes to condensed consolidated financial statements.
Change Healthcare LLC
Condensed Consolidated Statements of Members’ Equity (Deficit)
(auudited and amounts in thousands)

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Balance at March 31</strong></td>
<td>$ (504,786)</td>
<td>$(1,066,180)</td>
</tr>
<tr>
<td>Cumulative effect of a change in accounting principle-revenue recognition</td>
<td>159,877</td>
<td>—</td>
</tr>
<tr>
<td>Advances to Member</td>
<td>—</td>
<td>(208)</td>
</tr>
<tr>
<td>Repurchase of equity awards</td>
<td>—</td>
<td>(4,838)</td>
</tr>
<tr>
<td>Capital contribution from Member from exercise of equity awards</td>
<td>—</td>
<td>205</td>
</tr>
<tr>
<td>Equity compensation expense</td>
<td>5,862</td>
<td>5,300</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>71,915</td>
<td>12,206</td>
</tr>
<tr>
<td>Foreign currency translation adjustment</td>
<td>756</td>
<td>(8,638)</td>
</tr>
<tr>
<td>Change in fair value of interest rate cap agreements, net of taxes</td>
<td>(18,098)</td>
<td>2,604</td>
</tr>
<tr>
<td>Other</td>
<td>(409)</td>
<td>456</td>
</tr>
<tr>
<td><strong>Balance at June 30</strong></td>
<td>$ (684,883)</td>
<td>$(1,058,793)</td>
</tr>
<tr>
<td>Advances to Members, net</td>
<td>—</td>
<td>2,844</td>
</tr>
<tr>
<td>Repurchase of equity awards</td>
<td>—</td>
<td>(2,249)</td>
</tr>
<tr>
<td>Capital contribution from Member from exercise of equity awards</td>
<td>1,139</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of LLC units for IPO proceeds</td>
<td>601,429</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of tangible equity units</td>
<td>230,154</td>
<td>—</td>
</tr>
<tr>
<td>Equity compensation expense</td>
<td>8,565</td>
<td>2,969</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>(130)</td>
<td>113,440</td>
</tr>
<tr>
<td>Foreign currency translation adjustment</td>
<td>3,812</td>
<td>1,886</td>
</tr>
<tr>
<td>Change in fair value of interest rate cap agreements, net of taxes</td>
<td>(3,156)</td>
<td>4,925</td>
</tr>
<tr>
<td>Other</td>
<td>(1,119)</td>
<td>(192)</td>
</tr>
<tr>
<td><strong>Balance at September 30</strong></td>
<td>$ 155,820</td>
<td>$(935,170)</td>
</tr>
</tbody>
</table>

See accompanying notes to condensed consolidated financial statements.
## Change Healthcare LLC

**Condensed Consolidated Statements of Cash Flows**  
(unscored and amounts in thousands)

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash flows from operating activities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$71,785</td>
<td>$125,946</td>
</tr>
<tr>
<td>Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>148,764</td>
<td>137,785</td>
</tr>
<tr>
<td>Amortization of capitalized software developed for sale</td>
<td>6,698</td>
<td>7,378</td>
</tr>
<tr>
<td>Accretion and changes in estimates, net</td>
<td>7,094</td>
<td>9,356</td>
</tr>
<tr>
<td>Equity compensation</td>
<td>15,207</td>
<td>8,269</td>
</tr>
<tr>
<td>Deferred income tax expense (benefit)</td>
<td>1,473</td>
<td>(3,013)</td>
</tr>
<tr>
<td>Amortization of debt discount and issuance costs</td>
<td>9,941</td>
<td>10,964</td>
</tr>
<tr>
<td>Contingent consideration</td>
<td>969</td>
<td>200</td>
</tr>
<tr>
<td>Gain on Sale of the Extended Care Business</td>
<td>(111,202)</td>
<td></td>
</tr>
<tr>
<td>Loss on extinguishment of debt</td>
<td>16,900</td>
<td>438</td>
</tr>
<tr>
<td>Other</td>
<td>(111)</td>
<td>538</td>
</tr>
<tr>
<td><strong>Changes in operating assets and liabilities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>54,240</td>
<td>6,730</td>
</tr>
<tr>
<td>Contract assets</td>
<td>12,488</td>
<td>12,488</td>
</tr>
<tr>
<td>Prepaid expenses and other</td>
<td>(8,583)</td>
<td>(16,373)</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>(15,209)</td>
<td>(32,035)</td>
</tr>
<tr>
<td>Accrued expenses and other liabilities</td>
<td>(16,511)</td>
<td>142,707</td>
</tr>
<tr>
<td>Deferred revenue</td>
<td>(69,471)</td>
<td>(75,074)</td>
</tr>
<tr>
<td>Due to related party, net</td>
<td>(12,150)</td>
<td>15,482</td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) operating activities</strong></td>
<td>223,864</td>
<td>227,808</td>
</tr>
<tr>
<td><strong>Cash flows from investing activities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capitalized expenditures</td>
<td>(129,847)</td>
<td>(124,631)</td>
</tr>
<tr>
<td>Proceeds from Sale of the Extended Care Business</td>
<td>160,244</td>
<td></td>
</tr>
<tr>
<td>Investments in businesses</td>
<td>(15,946)</td>
<td></td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) investing activities</strong></td>
<td>(148,793)</td>
<td>35,613</td>
</tr>
<tr>
<td><strong>Cash flows from financing activities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments of third party initial public offering and loan costs</td>
<td>(8,554)</td>
<td></td>
</tr>
<tr>
<td>Payments under tax receivable agreements with related parties</td>
<td>(27,227)</td>
<td>(25,696)</td>
</tr>
<tr>
<td>Payments on Term Loan Facility</td>
<td>(902,750)</td>
<td>(76,500)</td>
</tr>
<tr>
<td>Receipts (payments) on derivative instruments</td>
<td>3,389</td>
<td>2,096</td>
</tr>
<tr>
<td>Payments of deferred financing obligations</td>
<td>(3,432)</td>
<td></td>
</tr>
<tr>
<td>Capital contribution from Members from exercise of equity awards</td>
<td>1,129</td>
<td>295</td>
</tr>
<tr>
<td>Repurchase of equity awards</td>
<td></td>
<td>(5,305)</td>
</tr>
<tr>
<td>Proceeds from Change Healthcare Inc. initial public offering</td>
<td>608,679</td>
<td></td>
</tr>
<tr>
<td>Proceeds from debt issued to Change Healthcare Inc.</td>
<td>47,367</td>
<td></td>
</tr>
<tr>
<td>Proceeds from forward purchase contract with Change Healthcare Inc.</td>
<td>232,929</td>
<td></td>
</tr>
<tr>
<td>Advances to and refunds from Change Healthcare Inc.</td>
<td>(2,580)</td>
<td>2,636</td>
</tr>
<tr>
<td>Payment of debt issued to Change Healthcare Inc.</td>
<td>(3,621)</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>247</td>
<td>598</td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) financing activities</strong></td>
<td>(15,272)</td>
<td>(104,804)</td>
</tr>
<tr>
<td>Effect of exchange rate changes on cash and cash equivalents</td>
<td>299</td>
<td>(672)</td>
</tr>
<tr>
<td>Net increase (decrease) in cash, cash equivalents and restricted cash</td>
<td>34,098</td>
<td>158,905</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash at beginning of period</td>
<td>48,894</td>
<td>50,011</td>
</tr>
<tr>
<td><strong>Cash, cash equivalents and restricted cash at end of period</strong></td>
<td><strong>$72,992</strong></td>
<td><strong>$208,016</strong></td>
</tr>
</tbody>
</table>

See accompanying notes to condensed consolidated financial statements.
1. Nature of Business and Organization

Nature of Business

Change Healthcare LLC (the "Joint Venture"), is a leading independent healthcare technology platform that provides data and analytics-driven solutions to improve clinical, financial and patient engagement outcomes in the U.S. healthcare system. The Joint Venture offers a comprehensive suite of software, analytics, technology enabled solutions that drive improved results in the complex workflows of healthcare system payers and providers.

Organization

In June 2016, Change Healthcare Inc., the Joint Venture, Change Healthcare Holdings, LLC, Change Healthcare Intermediate Holdings, LLC, Change Healthcare Performance, Inc. ("Legacy CHC") and its stockholders—including affiliates of The Blackstone Group, L.P. ("Blackstone") and Hellman & Friedman LLC ("Hellman & Friedman")—entered into an Agreement of Contribution and Sale (the "Contribution Agreement") with McKesson Corporation ("McKesson", together with Change Healthcare Inc., the "Members"). Under the terms of the Contribution Agreement, the parties agreed to form the Joint Venture, a joint venture that combined the majority of the McKesson Technology Solutions businesses, including McKesson's Enterprise Information Solutions business and RelayHealth Pharmacy Network (such contributed businesses, "Core MTIS") with substantially all of the assets and operations of Legacy CHC, but excluding Legacy CHC's pharmacy claims switching and prescription routing businesses (such excluded businesses, the "Rx Network" and the businesses contributed by Legacy CHC, together with Core MTIS, the "Contributed Businesses"). The creation of the Joint Venture, including the contribution of the Contributed Businesses and related transactions, is collectively referred to as the "Transactions". The Transactions closed on March 1, 2017.

Basis of Accounting

Due to the existence of shared control among the Members over all major financial and operating decisions of the Joint Venture and its consolidated subsidiaries, the assets and liabilities contributed to the Joint Venture were recognized in the accompanying condensed consolidated financial statements at their historical carrying values (i.e., joint venture accounting).

Change Healthcare Inc. Initial Public Offering

Effective July 1, 2019, Change Healthcare Inc. completed its initial public offering of 49,285,713 of common stock and a concurrent offering of 5,750,000 of tangible equity units ("TEUs"). The proceeds of the offering of common stock were subsequently contributed to the Joint Venture in exchange for an additional 49,285,713 units of the Joint Venture ("LLC Units"), which together with the Company's existing holdings represents an approximately 41% interest in the Joint Venture. The proceeds of the offering of TEUs were used to acquire instruments of the Joint Venture that, in economic terms, substantially mirror the terms of the TEUs included in Change Healthcare Inc.'s offering. The net proceeds received from Change Healthcare Inc. from the offering of common stock and the offering of TEUs were $603,787 and $276,633, respectively, and the Joint Venture, in turn, used the proceeds to repay $805,000 of its indebtedness under the Term Loan Facility without penalty in July 2019. The Joint Venture repaid an additional $85,000 of its indebtedness under the Term Loan Facility without penalty during the three months ended September 30, 2019 for a total paydown of $890,000. However, due to the presence of unamortized discounts and debt issuance costs, the Joint Venture recognized a loss on extinguishment of debt of approximately $15,791 during the three and six months ended September 30, 2019.

Amendment of Revolving Credit Facility

Additionally, in July 2019, the Joint Venture amended its Revolving Credit Facility, the primary effects of which were to increase the maximum amount that can be borrowed from $500,000 to $785,000 and to extend the maturity date until July 3, 2024. In the event that the outstanding balance under the Term Loan Facility exceeds $1,100,000 on December 1, 2023, however, amounts due, if any, under the Revolving Facility become due and payable on December 1, 2023. In connection with this amendment, a portion of the debt was deemed extinguished, and the Joint Venture recognized a loss on extinguishment of $1,109 during the three and six months ended September 30, 2019.
2. Basis of Presentation

Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the Securities and Exchange Commission ("SEC") Guidelines, Rules and Regulations ("Regulation S-X") and, in the opinion of management, reflect all normal recurring adjustments necessary for a fair presentation of results for the unaudited interim periods presented. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted. The results of operations for the interim period are not necessarily indicative of the results to be obtained for the full fiscal year. All intercompany accounts and transactions have been eliminated in the unaudited condensed consolidated financial statements.

Tangible Equity Units

In connection with the initial public offering of Change Healthcare Inc., the Joint Venture completed an offering of TEBs that were issued to Change Healthcare Inc. Each TEB comprises an amortizing note and purchase contract, both of which are freestanding instruments and separate units of account. The amortizing notes were issued at par and are classified as debt on the accompanying condensed consolidated balance sheet, with scheduled principal payments over the next twelve months reflected in current maturities of long-term debt. The purchase contracts are accounted for as prepaid forward contracts and classified as equity. The TEB proceeds and issuance costs were allocated to the amortizing notes and purchase contracts on a relative fair value basis, consistent with the methodology utilized by Change Healthcare Inc. See Note 12 for further discussion.

Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. The Joint Venture bases its estimates on historical experience, current business factors and various other assumptions that the Joint Venture believes are necessary to consider in order to form a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of revenue and expenses and disclosure of contingent assets and liabilities. The Joint Venture is subject to uncertainties such as the impact of future events, economic, environmental and political factors and changes in the Joint Venture’s business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of the Joint Venture’s financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as the Joint Venture’s operating environment changes. Such changes in estimates and refinements in estimation methodologies are reflected in the reported results of operations, and if material, the effects of changes in estimates are disclosed in the notes to the condensed consolidated financial statements. Estimates and assumptions by management affect: the allowance for doubtful accounts; the fair value assigned to assets acquired and liabilities assumed in business combinations; tax receivable agreement obligations; the fair value of interest rate cap agreement obligations; contingent consideration; loss accruals; the carrying value of long-lived assets (excluding goodwill and intangible assets); the classification and measurement of assets held for sale; the measurement of the components of tangible equity units; the amortization period of long-lived assets (excluding goodwill); the carrying value, capitalization and amortization of software development costs; the provision and benefit for income taxes and related deferred tax accounts; certain accrued expenses; revenue recognition; contingencies; and the value attributed to equity awards.

Allowance for Doubtful Accounts

The allowance for doubtful accounts of $21,796 and $20,438 at September 30, 2019 and March 31, 2019, respectively, reflects the Joint Venture’s best estimate of losses inherent in the Joint Venture’s receivables portfolio determined on the basis of historical experience, specific allowances for known troubled accounts and other currently available evidence.

Accounting Pronouncements Not Yet Adopted

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-02, which generally requires that all lease obligations be recognized on the balance sheet at the present value of the remaining lease payments with a corresponding lease asset. As originally issued, the standard required that companies adopt the standard using the modified retrospective transition method and report a cumulative effect adjustment to the opening balance of retained earnings in the earliest comparative period presented. In July 2018, the FASB issued ASU No. 2018-11 which provides companies with the
option to apply this cumulative effect adjustment to the opening balance of retained earnings in the period of adoption; instead of the earliest comparative period presented. This update is scheduled to be effective for the Joint Venture beginning April 1, 2020, with early adoption permitted. The Joint Venture is currently assessing both the method of adoption and the potential effects this update may have on its condensed consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, as amended by ASU No. 2018-19, which requires that a financial asset (or group of financial assets) measured at amortized cost be presented at the net amount expected to be collected based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. This update is scheduled to be effective for the Joint Venture beginning April 1, 2021, with early adoption permitted beginning April 1, 2019. The Joint Venture is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-13, which modifies the disclosure requirements related to fair value measurements based on the FASB Concepts Statements. This update eliminates certain disclosures, modifies others and, in certain cases, requires additional disclosures. This update is effective for the Joint Venture beginning April 1, 2020, with earlier adoption permitted. The Joint Venture is currently assessing the potential effects this update may have on its condensed consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-15, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This update also requires that the effects of such capitalized costs be classified in the same respective caption of the statement of operations, balance sheet and cash flows as the underlying hosting arrangement. Upon adoption, a company may elect to either retrospectively restate each prior reporting period or apply the update prospectively to all implementation costs incurred after the effective date. This update is scheduled to be effective for the Joint Venture beginning April 1, 2020, with early adoption permitted. The Joint Venture is currently assessing both the method of adoption and the potential effects this update may have on its condensed consolidated financial statements.

Recently Adopted Accounting Pronouncements

In April 2019, the Joint Venture adopted FASB ASU No. 2018-16, which adds the Overnight Index Swap rate as a benchmark interest rate for hedging purposes. As the adoption of this update applies only to qualifying new or reclassified hedging relationships entered into following the date of adoption, its adoption has no immediate effect on the Joint Venture’s condensed consolidated financial statements.

In April 2019, the Joint Venture adopted FASB ASU No. 2018-02, which allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017 (“Tax Legislation”). Because the Joint Venture’s financial statements do not separately classify the components of members’ deficit, the effect of the adoption of this update was limited to the separate disclosure in Note 10 related to the reclassification of such stranded costs from accumulated comprehensive income (loss) to accumulated deficit.

In April 2019, the Joint Venture adopted FASB ASU No. 2018-07, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. Among other provisions, the measurement date for awards to nonemployees changed from the earlier of the date at which a commitment for performance by the counterparty is reached or the date at which performance is complete under the previous guidance to the grant date under this update. Because the Joint Venture’s equity-based compensation was previously subject to remeasurement at fair value each quarter under the previous authoritative literature, the effect of the adoption of this update had no material effect on the Joint Venture’s condensed consolidated financial statements.

In April 2019, the Joint Venture adopted Accounting Standards Codification (“ASC”) 606, Revenue from Contracts with Customers, which replaced most prior general and industry-specific revenue recognition guidance with a principles-based comprehensive revenue recognition framework. Under this revised framework, a company recognizes revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. All of the Joint Venture’s revenue is accounted for under ASC 606.

The Joint Venture adopted ASC 606 using the modified retrospective transition method applied only to contracts that were not completed as of the date of initial application. The Joint Venture has also elected the contract modification transition practical expedient, and as a result, will treat all contract modifications entered into prior to adoption date as if they were part of the original
contract. The adoption of the new revenue standard utilizing these transition methods resulted in a cumulative effect adjustment that reduced members' equity (deficit) as of April 1, 2019 by $159,877. After assessing all potential impacts of adopting the new standard on its consolidated financial statements, related disclosures, and necessary control and process changes, the Joint Venture has noted the following to be the most notable impacts of adopting the new standard:

- Revenue for certain contingent fee service arrangements will be accelerated as revenue for those arrangements is recognized as the services are performed.

- Revenue related to certain time-based software and content license agreements will be accelerated. The license component for certain time-based software will be recognized upon delivery to the customer ("point in time"), or in the case of software that requires significant production, modification or customization, recognized as the implementation work is performed. A non-license component (e.g., technical support) will be recognized over the respective contract term ("over time").

- Incremental costs to obtain contracts and qualifying costs to fulfill will be capitalized and amortized over the period of benefit. The net result of this change was an increase to capitalized contract costs on the balance sheet; these capitalized costs will be amortized and recognized as expense over an incrementally longer period of time.
The following tables represent the impact of the new standard on the Joint Venture’s unaudited financial statements as of and for the three and six months ended September 30, 2019:

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended September 30,</th>
<th></th>
<th></th>
<th>Six Months Ended September 30,</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
<td>As Reported (ASC 605)</td>
<td>2019</td>
<td>2018</td>
<td>As Reported (ASC 605)</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solutions revenue</td>
<td>$ 738,701</td>
<td>$ 9,945</td>
<td>$ 748,646</td>
<td>$ 737,786</td>
<td>$ 1,535,773</td>
<td>$ (31,586)</td>
</tr>
<tr>
<td>Postage revenue</td>
<td>57,110</td>
<td>—</td>
<td>57,110</td>
<td>62,404</td>
<td>115,594</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>$ 795,811</td>
<td>9,945</td>
<td>$ 805,756</td>
<td>800,190</td>
<td>1,651,367</td>
<td>(31,586)</td>
</tr>
</tbody>
</table>

**Operating expenses:**

- Cost of operations (exclusive of depreciation and amortization below)
  - Research and development
  - Salaries, marketing, general and administrative
  - Customer postage
  - Depreciation and amortization
  - Accretion and changes in estimate with related parties, net
  - Gain on Sale of the Extended Care Business
  - Impairment of long-lived assets and related costs

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2018</th>
<th>As Reported (ASC 605)</th>
<th>2019</th>
<th>2018</th>
<th>As Reported (ASC 605)</th>
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</thead>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>$ 710,828</td>
<td>5,591</td>
<td>716,419</td>
<td>$ 612,113</td>
<td>$ 1,414,067</td>
<td>11,568</td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>84,943</td>
<td>4,354</td>
<td>89,337</td>
<td>188,077</td>
<td>237,000</td>
<td>(43,154)</td>
</tr>
<tr>
<td><strong>Non-operating (income) and expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest expense, net</td>
<td>69,901</td>
<td>—</td>
<td>69,901</td>
<td>80,677</td>
<td>153,307</td>
<td>—</td>
</tr>
<tr>
<td>Loss on extinguishment of debt</td>
<td>16,900</td>
<td>—</td>
<td>16,900</td>
<td>—</td>
<td>16,900</td>
<td>—</td>
</tr>
<tr>
<td>Contingent consideration</td>
<td>1,700</td>
<td>—</td>
<td>1,700</td>
<td>(72)</td>
<td>909</td>
<td>—</td>
</tr>
<tr>
<td>Other, net</td>
<td>(4,386)</td>
<td>—</td>
<td>(4,386)</td>
<td>(3,849)</td>
<td>(8,164)</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total non-operating (income) and expense</strong></td>
<td>$ 84,115</td>
<td>—</td>
<td>$ 84,115</td>
<td>$ 76,756</td>
<td>$ 162,952</td>
<td>—</td>
</tr>
<tr>
<td>Income (loss) before income tax provision (benefit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>868</td>
<td>4,354</td>
<td>5,222</td>
<td>111,321</td>
<td>74,348</td>
<td>(43,154)</td>
</tr>
<tr>
<td>Income tax provision (benefit)</td>
<td>998</td>
<td>(32)</td>
<td>966</td>
<td>(2,119)</td>
<td>2,563</td>
<td>(2,283)</td>
</tr>
<tr>
<td><strong>Net income (loss)</strong></td>
<td>$ (150)</td>
<td>$ 4,386</td>
<td>$ 4,256</td>
<td>$ 114,440</td>
<td>$ 71,785</td>
<td>$ (40,871)</td>
</tr>
</tbody>
</table>

**Net income (loss) per common unit:**

- Basic
- Diluted

<p>| | | | | | | |</p>
<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic</strong></td>
<td>$ —</td>
<td>$ 0.01</td>
<td>$ 0.01</td>
<td>$ 0.45</td>
<td>$ 0.25</td>
<td>(0.14)</td>
</tr>
<tr>
<td><strong>Diluted</strong></td>
<td>$ —</td>
<td>$ 0.01</td>
<td>$ 0.01</td>
<td>$ 0.45</td>
<td>$ 0.25</td>
<td>(0.14)</td>
</tr>
</tbody>
</table>

12
<table>
<thead>
<tr>
<th>Assets</th>
<th>September 30, 2019</th>
<th>Imports from Adoption</th>
<th>Without Adoption (ASC 605)</th>
<th>March 31, 2019</th>
<th>As Reported</th>
<th>Adoption</th>
<th>As Reported</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current assets:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 72,092</td>
<td>$ —</td>
<td>$ 72,092</td>
<td>$ 47,718</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted cash</td>
<td>—</td>
<td></td>
<td>—</td>
<td>1,176</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable, net of allowance for doubtful accounts</td>
<td>675,306</td>
<td>15,814</td>
<td>691,120</td>
<td>759,502</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract assets</td>
<td>139,111 (139,111)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>155,019</td>
<td>20,914</td>
<td>175,933</td>
<td>172,067</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assets held for sale</td>
<td>29,562</td>
<td>—</td>
<td>29,562</td>
<td>—</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td>1,071,090</td>
<td>(102,383)</td>
<td>968,607</td>
<td>980,463</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Property and equipment, net</strong></td>
<td>160,305</td>
<td>—</td>
<td>160,305</td>
<td>197,263</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Goodwill</strong></td>
<td>3,295,381</td>
<td>—</td>
<td>3,295,381</td>
<td>3,284,266</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Intangible assets, net</strong></td>
<td>1,261,290</td>
<td>—</td>
<td>1,261,290</td>
<td>1,320,161</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other noncurrent assets, net</strong></td>
<td>500,627</td>
<td>(40,520)</td>
<td>460,107</td>
<td>421,085</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>$6,289,593</td>
<td>($142,903)</td>
<td>$5,146,690</td>
<td>$6,204,138</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Liabilities and members' equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current liabilities:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drafts and accounts payable</td>
<td>$ 64,010</td>
<td>—</td>
<td>$ 64,010</td>
<td>$ 98,550</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>315,419</td>
<td>—</td>
<td>315,419</td>
<td>316,179</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred revenues</td>
<td>337,371</td>
<td>57,881</td>
<td>395,252</td>
<td>437,636</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due to related parties, net</td>
<td>23,230</td>
<td>—</td>
<td>23,230</td>
<td>34,629</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current portion of long-term debt</td>
<td>26,644</td>
<td>—</td>
<td>26,644</td>
<td>2,789</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td>766,674</td>
<td>57,881</td>
<td>824,555</td>
<td>889,783</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-term debt, excluding current portion</td>
<td>4,964,395</td>
<td>—</td>
<td>4,964,395</td>
<td>5,787,150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred income tax liabilities</td>
<td>110,016</td>
<td>—</td>
<td>110,016</td>
<td>106,099</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax receivable agreements obligations to related parties</td>
<td>199,876</td>
<td>—</td>
<td>199,876</td>
<td>212,698</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other long-term liabilities</td>
<td>112,812</td>
<td>—</td>
<td>112,812</td>
<td>113,194</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commitments and contingencies</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Members' equity (deficit)</td>
<td>155,830</td>
<td>(200,784)</td>
<td>(44,964)</td>
<td>(904,786)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total liabilities and members' equity</strong></td>
<td>$6,289,593</td>
<td>($142,903)</td>
<td>$5,146,690</td>
<td>$6,204,138</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The adoption of the new standard had an immaterial impact on the Joint Venture's unaudited statement of cash flows for the three and six months ended September 30, 2019. See Note 3, Revenue Recognition for more information.

3. Revenue Recognition

The Joint Venture generates most of its solutions revenue by using technology solutions (generally Software as a Service ("SaaS").) to provide services to its customers that automate and simplify business and administrative functions for payers, providers, pharmacies, and channel partners and through the licensing of software, software systems (consisting of software, hardware and maintenance support) and content.

The Joint Venture recognizes revenue when the customer obtains control of the good or service through the Joint Venture satisfying a performance obligation by transferring the promised good or service to the customer.
Principal Revenue Generating Products and Services

Content license subscriptions and time-based software—The Joint Venture's content license subscriptions and time-based software arrangements provide a license to use a software for a specified period of time. At the end of the contractual period, the customer either renews the license for an additional term or ceases to use the software. Software licenses are typically delivered to the customer with functionality that the customer can benefit from the software on its own or together with readily available resources. As contracts for these solutions generally do not price individual components separately, the Joint Venture allocates the transaction price to the license and ongoing support performance obligations based on standalone selling price ("SSP"), primarily determined by historical value relationships between licenses and ongoing support and updates. Revenue allocated to content license subscriptions and time-based software license agreements is generally recognized at the point-in-time of delivery of the license or the content update upon transfer of control of the underlying license to the customer. Generally, software implementation fees are recognized over the implementation period through an input measure of progress method. Revenue allocated to maintenance and support is recognized ratably over the period covered by the agreements, as passage of time represents a faithful depiction of the transfer of these services. In some cases, software arrangements provide licenses to several software applications that are highly integrated with the implementation services and software updates and cannot function separately. The bundle is a single performance obligation since the individually promised goods and services are not distinct in the context of the contract because the related implementation services significantly modify and customize the software and the updates provided to the integrated software solution are critical to the software's utility. The related revenue is recognized on a straight-line basis, ratably over the contractual term due to the frequency and criticality of the updates throughout the license period.

Contingent fee services—The Joint Venture provides services to customers in which the transaction price is contingent on future occurrences, such as savings generated or amounts collected on behalf of its customers through the delivery of its services. In some cases, the Joint Venture performs services in advance of invoicing the customer, thereby creating a contract asset. Revenue in these arrangements is estimated and constrained until the Joint Venture determines that it is probable a significant revenue reversal will not occur, and variable consideration is allocated to the performance obligation for which the Joint Venture earns a contingent fee.

Perpetual software licenses—The Joint Venture's perpetual software arrangements provide a license for a customer to use software in perpetuity. Software licenses are typically delivered to the customer with functionality from which the customer can benefit from the license on its own or together with readily available resources. Perpetual software arrangements are recognized at the time of delivery or through an input measure of progress method over the installation period if the arrangements require significant customization or modifications to the software. Contracts accounted for through an input measure of progress method are generally measured based on the ratio of labor hours incurred to date to total estimated labor hours to be incurred. Software implementation fees are recognized as the work is performed or under the input method for perpetual software. Hardware revenues are generally recognized upon delivery. Maintenance is recognized ratably over the term of the agreement as passage of time is a faithful depiction of the transfer of these services.

Professional services—The Joint Venture provides training and consulting services to its customers, and the services may be fixed fee or time and materials based. Consulting services that fall outside of the standard implementation services vary depending on the scope and complexity of the services requested by the customer. Consulting services are deemed to be similar to other products and services, and the services are satisfied either at a point of time or over time based on delivery. Training services are usually provided as an optional service to enhance the customer's experience with a software product or provide additional education surrounding the general topic of the solution. Training services can be satisfied distinct from other products and services. The Joint Venture treats training services as a distinct performance obligation, and they are satisfied at a point of time.

Transaction processing services—The Joint Venture provides transaction processing (such as claims processing) services to hospitals, pharmacies and health systems via a cloud-based ("SaaS") platform. The promised service is to stand ready to process transactions for our customers over the contractual period on an as-needed basis. The revenue related to these services is recognized over time as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed. Any fixed annual fees and implementation fees are recognized ratably over the contract period.

Hosted solutions and software as a service ("SaaS")—The Joint Venture enters into arrangements whereby the Joint Venture provides the customer access to a Joint Venture-owned software solution, which are generally marketed under annual and multi-year arrangements. The customer is only provided "access" (not a license) to the software application. In these arrangements, the customer does not purchase equipment nor does the customer take physical possession of the software. The related revenue is recognized ratably over the contract term. For fixed fee arrangements, revenue recognition begins after set-up and implementation are complete. For per-transaction fee arrangements, revenue is recognized as transactions are processed beginning on the service start date.
Contract Balances

The Joint Venture’s payment terms vary by customer and product type. For certain products or services, the Joint Venture requires upfront payments before control of the product or service has transferred to the customer. For other products and services, the Joint Venture invoices the customer in arrears after providing the products or services. In addition, for certain contingent fee services, customers are billed in arrears, typically based upon a percentage of collections the Joint Venture makes on the customer’s behalf.

Under the new revenue standard, the Joint Venture generally recognizes a contract asset when revenue is recognized in advance of invoicing on a customer contract, unless the right to payment for that revenue is unconditional (i.e., requiring no further performance and only the passage of time). If a right to payment is determined to meet the criteria to be considered ‘unconditional’, then the Joint Venture will recognize a receivable.

There were no impairment losses recognized on accounts receivable or contract assets during the three and six months ended September 30, 2019.

The Joint Venture records deferred revenues when billings or payments are received from customers in advance of its performance. Deferred revenue is generally recognized when transfer of control to customers occurs. The deferred revenue balance is driven by multiple factors, including the frequency of renewals, invoicing timing, and invoice duration. As of September 30, 2019, the Joint Venture expects 94% of the deferred revenue balance to be recognized in one year or less, and approximately $328,000 of the beginning period balance was recognized during the first six months of fiscal 2020.

Costs to Obtain or Fulfill a Contract

Sales commissions and certain other incentive payments (e.g., bonuses that are contingent solely on obtaining a contract or a pool of contracts) earned by the Joint Venture’s sales organization are capitalized as incremental costs to obtain a contract. The Joint Venture typically does not offer commissions on contract renewals. Decremental commissions upon renewal (i.e., non-commensurate with initial commissions) are offered to the Joint Venture’s sales associates for certain customers and are not material. Under ASC 606, all commissions and other qualifying incentive payments capitalized are amortized over an expected period of benefit defined as the initial contract term plus anticipated renewals. In contrast, under ASC 605 these capitalized costs were amortized over the specific revenue contract terms, which are typically 12 to 60 months. In making the significant judgment in determining the appropriate period of benefit, the Joint Venture evaluated both qualitative and quantitative factors such as the expected customer relationship period and technology obsolescence. In addition, prior to solution go-live, the Joint Venture incurs certain contract fulfillment costs primarily related to SaaS setup for our clients. These costs are capitalized to the extent they are directly related to a contract, are recoverable, and create a resource used to deliver the Joint Venture’s SaaS services. Capitalized costs to fulfill a contract are amortized over the expected period of benefit.

At September 30, 2019, the Joint Venture had capitalized costs to obtain a contract of $12,407 in prepaid and other current assets and $567,426 in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized $5,098 and $9,207 of amortization expense related to such capitalized costs, respectively, which is included in the total operating expenses. At September 30, 2019, the Joint Venture had capitalized costs to fulfill a contract of $3,583 in prepaid and other current assets and $8,571 in other noncurrent assets. During the three and six months ended September 30, 2019, the Joint Venture recognized $313 and $669 of amortization expense, respectively, related to such capitalized costs, which is included in cost of operations.

Postage Revenues

Postage revenues are the result of providing delivery services to customers in the Joint Venture’s payment and communication solutions. Postage revenues are generally billed as a pass-through cost to the Joint Venture’s customers. The service is part of a combined performance obligation with the printing and handling services provided to the customer because the postage services are not distinct within the context of the contract. The Joint Venture presents Postage Revenue separately from Solutions Revenue on the consolidated statements of operation as it makes the financial statements more informative for the users. The revenue related to the combined performance obligation of the postage, printing, and handling service is recognized as the transactions are processed, and the revenue is recognized over the individual days in which the services are performed.
Arrangements with Multiple Performance Obligations

The Joint Venture engages in customer arrangements which may include multiple performance obligations, such as any combination of software, hardware, implementation, SaaS-based offerings, consulting services, or maintenance services. For such arrangements, the Joint Venture allocates revenues to each performance obligation on a relative standalone selling price basis. A performance obligation’s standalone selling price is determined based on the directly observable prices charged to customers, when available or estimated using other methods such as the adjusted market assessment approach, the expected cost plus a margin approach, or other approaches in cases where distinct performance obligations are not sold separately but instead sold at a bundled price. For performance obligations with historical pricing that is highly variable, the residual approach is used. Such instances primarily relate to the Joint Venture’s perpetual software arrangements in which the Joint Venture sells the same products to different customers for a broad range of amounts.

Remaining Performance Obligations

The aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) for executed contracts includes deferred revenue and other revenue yet to be recognized from non-cancelable contracts. As of September 30, 2019, the Joint Venture’s total remaining performance obligations approximated $1,547,000, of which approximately 52% is expected to be recognized over the next twelve months, and the remaining 48% thereafter.

In this balance, the Joint Venture does not include the value of unsatisfied performance obligations related to those contracts for which it recognizes revenue at the amount for which it has the right to invoice for services performed. Additionally, this balance does not include revenue related to performance obligations that are part of a contract with an original expected duration of one year or less. Lastly, this balance does not include variable consideration allocated to the individual goods or services in a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer. Examples include variable fees associated with transaction processing and contingent fees services.

Disaggregated Revenue

The Joint Venture disaggregates the revenue from contracts with customers by operating segment as it believes doing so best depicts how the nature, amount, timing and uncertainty of the Joint Venture’s revenue are affected by economic factors. See Note 9, Segment Reporting for the total revenue disaggregated by operating segment for the three and six months ended September 30, 2019 and 2018.

The Joint Venture’s total revenue by disaggregated revenue source was generally consistent for each reportable segment for the three and six months ended September 30, 2019 and 2018.

Customer Incentives

Certain customers, which include the Joint Venture’s channel partners, may receive cash-based incentives or rebates based on actual sales and achievement of a cumulative level of sales, which are accounted for as variable consideration. The Joint Venture considers these amounts to be consideration payable to the customer, and therefore, the Joint Venture estimates these amounts based on the expected amount to be provided to customers and reduces the transaction price accordingly.

Practical Expeditures and Exemptions

The Joint Venture has elected to utilize either the right to invoice practical expedient or the serial-based variable consideration allocation framework for most transaction processing services not subject to contingencies. The Joint Venture also has elected to exclude sales taxes and other similar taxes from the measurement of the transaction price in contracts with customers. Therefore, revenue is recognized net of such taxes.

In certain customer arrangements with customers, the Joint Venture determined there are certain promised goods or services which are immaterial in the context of the contract from both a quantitative and qualitative perspective, and therefore, the goods and services are disregarded when assessing the performance obligations in the customer arrangement.

The Joint Venture has elected to apply the significant financing practical expedient, and as a result, the Joint Venture will not adjust the promised amount of consideration in a customer contract for the effects of a significant financing component when the period of time between when the Joint Venture transfers a promised good or service to a customer and when the customer pays for the good or service will be one year or less.
4. Interest Rate Cap Agreements

Risk Management Objective of Using Derivatives

The Joint Venture is exposed to certain risks arising from both its business operations and economic conditions. The Joint Venture principally manages its exposure to a wide variety of business and operational risks through management of its core business activities. The Joint Venture manages economic risks, including interest rate, liquidity and credit risk, primarily by managing the amount, sources and duration of its debt funding and the use of derivative financial instruments. Specifically, the Joint Venture enters into derivative financial instruments to manage differences in the amount, timing and duration of the Joint Venture’s known or expected cash receipts and its known or expected cash payments principally related to the Joint Venture’s borrowings.

Cash Flow Hedges of Interest Rate Risk

The Joint Venture’s objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish these objectives, the Joint Venture primarily uses interest rate cap agreements as part of its interest rate risk management strategy.

In March 2016 and 2017, Legacy CHC and the Joint Venture, respectively, executed annualized interest rate cap agreements with a combined notional amount of $650,000 and $750,000, respectively, to limit the exposure of the variable component of interest rates under the then existing term loan facility or future variable rate indebtedness, each beginning in March 2017 and expiring in March 2020.

In August 2018, the Joint Venture executed additional annualized interest rate cap agreements with notional amounts of $500,000 and $1,500,000, respectively, to limit the exposure of the variable component of interest rates under the term loan facility or future variable rate indebtedness to a maximum of 1.0%. The $500,000 interest rate cap agreement began effective August 31, 2018 and expires March 31, 2020. The $1,500,000 interest rate cap agreement begins effective March 31, 2020 and expires December 31, 2021.

As of September 30, 2019, each of the Joint Venture’s outstanding interest rate cap agreements was designated as a cash flow hedge of interest rate risk and was determined to be highly effective.

Following the adoption of ASU2017-12, all changes in the fair value of derivatives designated and that qualify as cash flow hedges are recorded in accumulated other comprehensive income and are subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on the Joint Venture’s variable-rate debt. During the twelve months subsequent to September 30, 2019, the Joint Venture estimates that $16,009 will be reclassified as an increase to interest expense.

The following table summarizes the fair value of the Joint Venture’s derivative instruments at September 30, 2019 and March 31, 2019:

<table>
<thead>
<tr>
<th>Fair Values of Derivative Financial Instruments</th>
<th>September 30, 2019</th>
<th>March 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Sheet Location</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid and other current assets</td>
<td>$731</td>
<td>$8,766</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>(1,629)</td>
<td>(2,160)</td>
</tr>
<tr>
<td>Other long-term liabilities</td>
<td>(23,966)</td>
<td>(16,846)</td>
</tr>
<tr>
<td></td>
<td>(33,964)</td>
<td>(10,249)</td>
</tr>
</tbody>
</table>

| Derivative financial instruments designated as hedging instruments: |            | |
|-------------------------------------------------------------------|------------|
| Interest rate cap agreements                                     |            | |
| Interest rate cap agreements                                     |            | |
| Interest rate cap agreements                                     |            | |
Tabular Disclosure of the Effect of Derivative Instruments on the Statement of Operations

The effect of the derivative instruments on the accompanying condensed consolidated statements of operations for the three and six months ended September 30, 2019 and 2018 is summarized in the following table:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gain (loss) related to effective portion of derivative financial instruments recognized in other comprehensive income (loss)</td>
<td>$ (3,635)</td>
<td>$ 6,218</td>
<td>$ (20,686)</td>
<td>$ 11,868</td>
</tr>
<tr>
<td>Gain (loss) related to portion of derivative financial instruments reclassified from accumulated other comprehensive income (loss) to interest expense</td>
<td>$ 479</td>
<td>$ 1,293</td>
<td>$ (568)</td>
<td>$ 2,705</td>
</tr>
</tbody>
</table>

Credit Risk-related Contingent Features

The Joint Venture has agreements with each of its derivative counterparties providing that if the Joint Venture defaults on any of its indebtedness, including a default where repayment of the indebtedness has not been accelerated by the lender, then the Joint Venture also could be declared in default on its derivative obligations.

As of September 30, 2019, the termination value of derivative financial instruments in a net liability position, which includes accrued interest but excludes any adjustment for nonperformance risk, was $35,207. If the Joint Venture had breached any of these provisions at September 30, 2019, the Joint Venture could have been required to settle its obligations under the agreements at this termination value. The Joint Venture does not offset any derivative financial instruments, and the derivative financial instruments are not subject to collateral posting requirements.

5. Fair Value Measurements

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Joint Venture's assets and liabilities that are measured at fair value on a recurring basis consist of the Joint Venture’s derivative financial instruments and contingent consideration obligations. The tables below summarize these items as of September 30, 2019 and March 31, 2019, aggregated by the level in the fair value hierarchy within which those measurements fall.

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance at September 30, 2019</th>
<th>Quoted in Markets</th>
<th>Significant Other Observable Inputs</th>
<th>Significant Unobservable Inputs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest rate cap agreements</td>
<td>$ (33,964)</td>
<td>$ ---</td>
<td>$ (33,964)</td>
<td>$ ---</td>
</tr>
<tr>
<td>Contingent consideration obligations</td>
<td>(4,000)</td>
<td>---</td>
<td>---</td>
<td>(4,000)</td>
</tr>
<tr>
<td>Total</td>
<td>$ (37,964)</td>
<td>$ ---</td>
<td>$ (33,964)</td>
<td>$ (4,000)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance at March 31, 2019</th>
<th>Quoted in Markets</th>
<th>Significant Other Observable Inputs</th>
<th>Significant Unobservable Inputs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest rate cap agreements</td>
<td>$ (10,240)</td>
<td>$ ---</td>
<td>$ (10,240)</td>
<td>$ ---</td>
</tr>
<tr>
<td>Contingent consideration obligations</td>
<td>(3,091)</td>
<td>---</td>
<td>---</td>
<td>(3,091)</td>
</tr>
<tr>
<td>Total</td>
<td>$ (13,331)</td>
<td>$ ---</td>
<td>$ (10,240)</td>
<td>$ (3,091)</td>
</tr>
</tbody>
</table>

The valuation of the Joint Venture's derivative financial instruments is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivative, including the period to maturity, and uses observable market-based inputs, including interest rate curves. The fair value of the interest rate cap agreements is determined using the market standard methodology of netting the discounted future fixed cash payments (or receipts) and the discounted expected variable cash receipts (or payments) using the overnight index swap rate as the discount rate.
The Joint Venture incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Joint Venture has considered the impact of netting and any applicable credit enhancements and measures the credit risk of its derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

Although the Joint Venture has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs to evaluate the likelihood of default by itself and by its counterparties. As of September 30, 2019, the Joint Venture determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Joint Venture determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

The valuation of the Joint Venture's contingent consideration obligations was determined using a discounted cash flow method as applied to cash flows determined through a Monte Carlo Simulation. This analysis reflects the contractual terms of the purchase agreements (e.g., minimum and maximum payments, length of earn-out periods, manner of calculating any amounts due, etc.) and utilizes assumptions with regard to future cash flows, probabilities of achieving such future cash flows, and a discount rate. Significant increases with respect to assumptions as to future revenue and probabilities of achieving such future revenue would have resulted in a higher fair value measurement while an increase in the discount rate would have resulted in a lower fair value measurement.

The table below presents a reconciliation of the fair value of the liabilities that use significant unobservable inputs (Level 3):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at beginning of period</td>
<td>$ (2,300)</td>
<td>$ (4,172)</td>
<td>$ (3,091)</td>
<td>$ (4,600)</td>
</tr>
<tr>
<td>Adjustment of provisional amounts</td>
<td>(1,700)</td>
<td>72</td>
<td>(909)</td>
<td>100</td>
</tr>
<tr>
<td>Gain (loss) included in contingent consideration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance at end of period</td>
<td>$ (4,000)</td>
<td>$ (4,100)</td>
<td>$ (4,000)</td>
<td>$ (4,100)</td>
</tr>
</tbody>
</table>

**Assets and Liabilities Measured at Fair Value upon Initial Recognition**

The carrying amount and the estimated fair value of financial instruments held by the Joint Venture at September 30, 2019 and March 31, 2019 were:

<table>
<thead>
<tr>
<th></th>
<th>September 30, 2019</th>
<th></th>
<th>March 31, 2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Carrying Amount</td>
<td>Fair Value</td>
<td>Carrying Amount</td>
<td>Fair Value</td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 72,992</td>
<td>$ 72,992</td>
<td>$ 47,718</td>
<td>$ 47,718</td>
</tr>
<tr>
<td>Senior Credit Facilities (Level 2)</td>
<td>$3,925,509</td>
<td>$3,973,284</td>
<td>$4,804,905</td>
<td>$4,834,800</td>
</tr>
<tr>
<td>Senior Notes (Level 2)</td>
<td>$ 981,335</td>
<td>$1,015,600</td>
<td>$ 979,005</td>
<td>$ 990,000</td>
</tr>
<tr>
<td>Debt component of tangible equity units (Level 2)</td>
<td>$ 42,069</td>
<td>$ 43,896</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

The carrying amounts of cash equivalents and accounts receivable approximate fair value because of their short-term maturities. The fair value of the Senior Credit Facilities and Senior Notes is based upon market quotes and trades by investors in partial interests of these instruments. The fair value of the debt component of tangible equity units is based on a discounted cash flow analysis.
Investments in Businesses

In December 2018, the Joint Venture purchased $15,000 of preferred shares of a health care company and $500 shares in a related company holding certain intellectual property, each of which is classified within Other noncurrent assets, net on the accompanying condensed consolidated balance sheets. Because this investment has no readily determinable fair value, the Joint Venture measures this investment at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. The Joint Venture recognized no changes in the value of this investment during the three and six months ended September 30, 2019.

6. Legal Proceedings

The Joint Venture is subject to various claims with customers and vendors, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of its business.

Government Subpoenas and Investigations

From time to time, the Joint Venture receives subpoenas or requests for information from various government agencies. The Joint Venture generally responds to such subpoenas and requests in a cooperative, thorough and timely manner. These responses sometimes require time and effort and can result in considerable costs being incurred by the Joint Venture. Such subpoenas and requests also can lead to the assertion of claims or the commencement of civil or criminal legal proceedings against the Joint Venture and other members of the health care industry, as well as to settlements.

Other Matters

Additionally, in the normal course of business, the Joint Venture is involved in various claims and legal proceedings. While the ultimate resolution of ongoing matters has yet to be determined, the Joint Venture does not believe that their outcomes will have a material adverse effect on the Joint Venture’s consolidated financial position, results of operations or liquidity.

7. Income Taxes

The Joint Venture is treated as a partnership for income tax purposes and is therefore not subject to U.S. federal income taxes and not subject to most state and local income taxes. Legacy CHC and Change Healthcare Practice Management Solutions, Inc., both wholly owned subsidiaries of the Joint Venture, are subject to U.S. federal, state and local, and non-U.S. corporate income taxes.

The income tax expense for the three months ended September 30, 2019 and income tax benefit for the three months ended September 30, 2018 was $998 and $2,119, respectively, which represents an effective tax rate of 115.6% and (1.9%), respectively. The income tax expense for the six months ended September 30, 2019 and income tax benefit for the six months ended September 30, 2018 was $2,563 and $2,228, respectively, which represents an effective tax rate of 3.4% and (1.8%), respectively.

Fluctuations in the Joint Venture’s reported income tax rates are primarily due to the earnings from partnerships that are passed through to the Members for which the Joint Venture is not subject to tax and benefits recognized as a result of certain incentive tax credits resulting from research and experimental expenditures in both the US and Canada.

8. Tax Receivable Agreement Obligations to Related Parties

Upon the consummation of the Transactions, the Joint Venture assumed obligations related to certain tax receivable agreements (collectively, the “Tax Receivable Agreements”) with its current and former owners. Because the assets and obligations of the predecessor businesses were contributed to the Joint Venture at their historical carrying values, these Tax Receivable Agreements are subject to differing accounting models as explained below.
2009—2011 Tax Receivable Agreements

Under the 2009—2011 Tax Receivable Agreements assumed by the Joint Venture in connection with the Transactions, the Joint Venture is obligated to make payments to certain of the former Legacy CHC stockholders, equal to 85% of the applicable cash savings that the Joint Venture expects to realize as a result of tax attributes arising from certain previous transactions. As a result of the covered change of control with respect to the Tax Receivable Agreements that occurred in connection with the Transactions, payments the Joint Venture makes under the 2009—2011 Tax Receivable Agreements are required to be calculated using certain valuation assumptions, including that the Joint Venture will have sufficient taxable income to use the applicable tax attributes and that certain of such tax attributes will be used by the Joint Venture on a pro rata basis from the date of the Transactions (or in certain cases from the date of certain previous transactions) through the expiration of the applicable tax attribute. Because the 2009—2011 Tax Receivable Agreements were previously subject to fair value measurement in connection with a prior business combination transaction, it is recognized at its initial fair value plus recognized accretion to date.

2017 Tax Receivable Agreement

The 2017 Tax Receivable Agreement generally provides for the payment by Change Healthcare Performance, Inc. (a wholly owned subsidiary of the Joint Venture) to affiliates of Blackstone, Hellman & Friedman of 85% of the net cash tax savings realized (or, in certain circumstances, deemed to be realized) in periods ending on or after the Transactions as a result of certain net operating losses and certain other tax attributes of Change Healthcare Performance, Inc. as of the date of the Transactions. The 2017 Tax Receivable Agreement is considered a loss contingency under FASB ASC Topic 450 and is reflected on the accompanying condensed consolidated balance sheet at the amount that is both probable and reasonably estimable with future changes in this value being reflected within pretax income or loss.

McKesson Tax Receivable Agreement

The McKesson Tax Receivable Agreement generally requires payment to affiliates of McKesson (the "McKesson TRA Parties") of 85% of certain cash tax savings realized (or, in certain circumstances, deemed to be realized) by Change Healthcare Performance, Inc. in periods ending on or after the date on which McKesson ceases to own at least 20% of the Joint Venture as a result of (1) certain amortizable tax bases in assets transferred to Joint Venture at the closing of the Transactions and (2) imputed interest deductions and certain other tax attributes arising from payments made under the McKesson Tax Receivable Agreement. Because payments under the McKesson Tax Receivable Agreement are contingent upon McKesson's ceasing to own at least 20% of the Joint Venture and such an event was not probable at inception of the McKesson Tax Receivable Agreement or as of September 30, 2019, no related obligation has been reflected on the accompanying condensed consolidated balance sheet.

Based on facts and circumstances at September 30, 2019, the Joint Venture estimates the aggregate payments due under these Tax Receivable Agreements to be as follows:

<table>
<thead>
<tr>
<th></th>
<th>2009 - 2011 Tax Receivable Agreements</th>
<th>2017 Tax Receivable Agreement</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 (remainder)</td>
<td>$19,882</td>
<td>$19,882</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>19,756</td>
<td>1,179</td>
<td>19,885</td>
</tr>
<tr>
<td>2022</td>
<td>19,826</td>
<td>1,179</td>
<td>20,932</td>
</tr>
<tr>
<td>2023</td>
<td>19,866</td>
<td>41,130</td>
<td>61,156</td>
</tr>
<tr>
<td>2024</td>
<td>19,996</td>
<td>19,650</td>
<td>38,746</td>
</tr>
<tr>
<td>Thereafter</td>
<td>119,498</td>
<td>52,393</td>
<td>171,891</td>
</tr>
<tr>
<td>Gross expected payments</td>
<td>196,879</td>
<td>115,731</td>
<td>312,610</td>
</tr>
<tr>
<td>Less: Amounts representing discount</td>
<td>(22,852)</td>
<td>(97,852)</td>
<td>(120,704)</td>
</tr>
<tr>
<td>Total tax receivable agreement obligations due to related parties</td>
<td>104,027</td>
<td>115,731</td>
<td>219,758</td>
</tr>
<tr>
<td>Less: Current portion due (included in due to related parties, net)</td>
<td>(18,703)</td>
<td>(1,179)</td>
<td>(19,882)</td>
</tr>
<tr>
<td>Tax receivable agreement long-term obligations due to related parties</td>
<td>$ 85,324</td>
<td>$114,552</td>
<td>$199,876</td>
</tr>
</tbody>
</table>
The timing and/or amount of aggregate payments due may vary based on a number of factors, including the amount of net operating losses and income tax rates.

9. Segment Reporting

Management views the Joint Venture’s operating results based on three reportable segments: (a) Software and Analytics, (b) Network Solutions and (c) Technology-enabled Services. The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies in Note 2 to the Joint Venture’s audited consolidated financial statements for the year ended March 31, 2019.

In April 2019, the Joint Venture made certain changes in the way that it manages its business and allocates costs. Specifically, the Joint Venture made the following changes during the period:

- Moved its consumer payments solution from the Network Solutions reportable segment to the Technology-enabled Services reportable segment.
- Moved its consumer engagement solutions from the Software and Analytics reportable segment to the Network Solutions reportable segment.
- Made certain changes in the way that costs are assigned to the reportable segments.

The presentation in the tables that follow has been retrospectively adjusted to reflect the above described changes. The retrospective reclassifications resulted in an impact to revenue and Adjusted EBITDA of less than 2% for each reportable segment.

Software and Analytics

The Software and Analytics segment provides solutions for revenue cycle management, provider network management, payment accuracy, value-based payments, clinical decision support, consumer engagement, risk adjustment and quality performance, and imaging and clinical workflow.

Network Solutions

The Network Solutions segment provides solutions for financial, administrative and clinical transactions, electronic payments and aggregation and analytics of clinical and financial data.

Technology-enabled Services

The Technology-enabled Services segment provides solutions for revenue cycle and practice management, value-based care enablement, communications and payments, pharmacy benefits administration and consulting.

Corporate and Eliminations

Inter-segment revenue and expenses primarily represent claims management and payment and communication solutions provided between segments.

Corporate and eliminations includes pass-through postage costs, management, administrative and certain other shared corporate services costs that are not allocated to the respective reportable segments, as well as eliminations to remove inter-segment revenue and expenses and consolidating adjustments to classify certain rebates paid to channel partners as a reduction of revenue. These administrative costs are excluded from the adjusted EBITDA measure for each respective reportable segment.

Listed below are the revenue and adjusted EBITDA for each of the reportable segments for the three and six months ended September 30, 2019 and 2018. This information is reflected in the manner utilized by management to make operating decisions, assess performance and allocate resources. Such amounts include allocations of corporate shared services functions that are essential to the core operations of the reportable segments such as information technology, operations and product development functions. Segment assets and related depreciation expenses are not presented to management for purposes of operational decision making, and therefore are not included in the accompanying tables.
<table>
<thead>
<tr>
<th></th>
<th>Software and Analytics</th>
<th>Network Solutions</th>
<th>Technology-enabled Services</th>
<th>Corporate and Eliminations</th>
<th>Consolidated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue from external customers:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solutions revenue</td>
<td>$ 375,789</td>
<td>$ 124,368</td>
<td>$ 243,685</td>
<td>$ (5,141)</td>
<td>$ 738,701</td>
</tr>
<tr>
<td>Portage revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inter-segment revenue</td>
<td>339</td>
<td>19,908</td>
<td>439</td>
<td>(20,666)</td>
<td></td>
</tr>
<tr>
<td>Net revenue</td>
<td>$ 376,128</td>
<td>$ 144,276</td>
<td>$ 244,124</td>
<td>$ 31,283</td>
<td>$ 795,811</td>
</tr>
<tr>
<td>Adjusted EBITDA</td>
<td>$ 140,078</td>
<td>$ 86,500</td>
<td>$ 44,841</td>
<td>$ (53,726)</td>
<td>$ 217,693</td>
</tr>
<tr>
<td>Equity compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9,345</td>
</tr>
<tr>
<td>Acquisition accounting adjustments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>553</td>
</tr>
<tr>
<td>Acquisition and divestiture-related costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>414</td>
</tr>
<tr>
<td>Integration and related costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19,781</td>
</tr>
<tr>
<td>Management fees and related costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,413</td>
</tr>
<tr>
<td>Strategic initiatives, duplicative and transition costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,120</td>
</tr>
<tr>
<td>Severance costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,929</td>
</tr>
<tr>
<td>Accretion and changes in estimate with related parties, net</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,214</td>
</tr>
<tr>
<td>Impairment of long-lived assets and other exit related costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingent consideration</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,700</td>
</tr>
<tr>
<td>Loss on extinguishment of Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16,000</td>
</tr>
<tr>
<td>Other non-routine, net</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,858</td>
</tr>
<tr>
<td>EBITDA Adjustments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>66,227</td>
</tr>
<tr>
<td>EBITDA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>151,466</td>
</tr>
<tr>
<td>Interest expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69,901</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>77,448</td>
</tr>
<tr>
<td>Amortization of capitalized software developed for sale</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,249</td>
</tr>
<tr>
<td>Income (loss) before income tax provision (benefit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 868</td>
</tr>
<tr>
<td>Revenues from external customers:</td>
<td>Software and</td>
<td>Network</td>
<td>Technology-enabled</td>
<td>Corporate and</td>
<td>Consolidated</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------</td>
<td>---------</td>
<td>--------------------</td>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Solutions revenue</td>
<td>$ 812,904</td>
<td>$ 246,121</td>
<td>$ 487,293</td>
<td>(10,545)</td>
<td>$ 1,535,773</td>
</tr>
<tr>
<td>Postage revenue</td>
<td>—</td>
<td>—</td>
<td></td>
<td>115,594</td>
<td>115,594</td>
</tr>
<tr>
<td>Inter-segment revenue</td>
<td>568</td>
<td>39,767</td>
<td>821</td>
<td>(41,156)</td>
<td>—</td>
</tr>
<tr>
<td>Net revenue</td>
<td>$ 813,472</td>
<td>$ 285,888</td>
<td>$ 488,114</td>
<td>$ 63,893</td>
<td>$ 1,651,367</td>
</tr>
<tr>
<td>Adjusted EBITDA</td>
<td>$ 342,393</td>
<td>$ 171,472</td>
<td>$ 89,992</td>
<td>(105,165)</td>
<td>$ 498,749</td>
</tr>
</tbody>
</table>

- **Equity compensation**: 15,207
- **Acquisition accounting adjustments**: 927
- **Acquisition and divestiture-related costs**: 1,073
- **Integration and related costs**: 45,507
- **Management fees and related costs**: 5,060
- **Strategic initiatives, duplicative and transition costs**: 9,688
- **Severance costs**: 10,099
- **Accretion and changes in estimate with related parties, net**: 7,094
- **Impairment of long-lived assets and other exit related costs**: (840)
- **Contingent consideration**: 99
- **Loss on extinguishment of debt**: 16,900
- **Other non-routine, net**: 4,008

**EBITDA Adjustments**: 115,632

**EBITDA**: 383,117

- **Interest expense**: 153,307
- **Depreciation and amortization**: 148,764
- **Amortization of capitalized software developed for sale**: 6,698

**Income (loss) before income tax provision (benefit)**: $ 74,348
### Three Months Ended September 30, 2018

<table>
<thead>
<tr>
<th></th>
<th>Software and Analytics</th>
<th>Network Solutions</th>
<th>Technology-enabled Services</th>
<th>Corporate and Eliminations</th>
<th>Consolidated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue from external customers:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage revenue</td>
<td>$ 379,998</td>
<td>$ 121,302</td>
<td>$ 242,408</td>
<td>(5,922)</td>
<td>$ 737,786</td>
</tr>
<tr>
<td>Inter-segment revenue</td>
<td>3,512</td>
<td>15,020</td>
<td>935</td>
<td>62,404</td>
<td>62,404</td>
</tr>
<tr>
<td><strong>Net revenue</strong></td>
<td>$ 383,510</td>
<td>$ 136,322</td>
<td>$ 243,343</td>
<td>$ 37,015</td>
<td>$ 800,190</td>
</tr>
<tr>
<td><strong>Adjusted EBITDA</strong></td>
<td>$ 139,419</td>
<td>$ 83,612</td>
<td>$ 39,181</td>
<td>(46,261)</td>
<td>$ 215,951</td>
</tr>
</tbody>
</table>

- **Equity compensation**: 2,059
- **Acquisition accounting adjustments**: 555
- **Acquisition and divestiture-related costs**: 3,319
- **Integration and related costs**: 26,291
- **Strategic initiatives, duplicative and transition costs**: 8,348
- **Severance costs**: 2,339
- **Costs related to recently issued accounting standards**: 1,772
- **Accretion and changes in estimate with related parties, net**: 5,932
- **Management fees and related costs**: 2,607
- **Impairment of long-lived assets and other exit related costs**: 2,343
- **Gain on Sale of extended care business**: (111,592)
- **Contingent consideration**: 6,004
- **Other non-routine, net**: (48,923)

**EBITDA Adjustments**

- **EBITDA**: 264,874
- **Interest expense**: 80,677
- **Depreciation and amortization**: 69,258
- **Amortization of capitalized software developed for sale**: 3,618
- **Income (loss) before income tax provision (benefit)**: $ 111,321
### Revenue from external customers:

<table>
<thead>
<tr>
<th></th>
<th>Software and Analytics</th>
<th>Network Solutions</th>
<th>Technology-enabled Services</th>
<th>Corporate and Eliminations</th>
<th>Consolidated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solutions revenue</td>
<td>$ 772,826</td>
<td>$ 241,892</td>
<td>$ 491,436</td>
<td>(10,663)</td>
<td>$ 1,495,691</td>
</tr>
<tr>
<td>Postage revenue</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>127,962</td>
<td>127,962</td>
</tr>
<tr>
<td>Inter-segment revenue</td>
<td>7,686</td>
<td>31,033</td>
<td>1,902</td>
<td>(40,021)</td>
<td>—</td>
</tr>
<tr>
<td><strong>Net revenue</strong></td>
<td><strong>$ 779,512</strong></td>
<td><strong>$ 272,925</strong></td>
<td><strong>$ 493,338</strong></td>
<td><strong>$ 77,278</strong></td>
<td><strong>$ 1,623,653</strong></td>
</tr>
</tbody>
</table>

### Adjusted EBITDA

<table>
<thead>
<tr>
<th></th>
<th>Software and Analytics</th>
<th>Network Solutions</th>
<th>Technology-enabled Services</th>
<th>Corporate and Eliminations</th>
<th>Consolidated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity compensation</td>
<td>8,259</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition accounting</td>
<td>2,540</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjusted EBITDA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition and divestiture</td>
<td>7,597</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>related costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integration and related</td>
<td>47,242</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategic initiatives,</td>
<td>19,122</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>duplicative and transition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Severance costs</td>
<td>10,015</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs related to recently</td>
<td>5,513</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>issued accounting standards</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accumulation and changes in</td>
<td>9,756</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>estimate with related parties,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>net</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management fees and related</td>
<td>5,284</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impairment of long-lived</td>
<td>3,360</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>assets and other exit related</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gain on Sale of extended</td>
<td>(111,392)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>care business</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingent consideration</td>
<td>272</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other non-routine, net</td>
<td>8,156</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EBITDA Adjustments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15,634</td>
</tr>
<tr>
<td><strong>EBITDA</strong></td>
<td>428,107</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>159,926</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>137,785</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization of capitalized</td>
<td>7,578</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>software developed for sale</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Income (loss) before income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 123,718</td>
</tr>
<tr>
<td><strong>tax provision (benefit)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10. Accumulated Other Comprehensive Income (Loss)

The following is a summary of the accumulated other comprehensive income (loss) balances, net of taxes, and related changes for each of the quarterly periods in the three and six months ended September 30, 2019 and 2018.

<table>
<thead>
<tr>
<th></th>
<th>Foreign Currency Translation Adjustment</th>
<th>Cash Flow Hedge</th>
<th>Accumulated Other Comprehensive Income (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Balance at March 31, 2018</strong></td>
<td>$ (14,823)</td>
<td>$ 6,218</td>
<td>$ (8,605)</td>
</tr>
<tr>
<td>Cumulative effect of accounting change</td>
<td>—</td>
<td>1,633</td>
<td>1,633</td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td>(8,638)</td>
<td>—</td>
<td>(8,638)</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td>—</td>
<td>4,016</td>
<td>4,016</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td>—</td>
<td>(1,412)</td>
<td>(1,412)</td>
</tr>
<tr>
<td><strong>Balance at June 30, 2018</strong></td>
<td>$ (23,461)</td>
<td>$ 10,455</td>
<td>$ (13,006)</td>
</tr>
<tr>
<td>Cumulative effect of accounting change</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td>1,886</td>
<td>—</td>
<td>1,886</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td>—</td>
<td>6,218</td>
<td>6,218</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td>—</td>
<td>(1,293)</td>
<td>(1,293)</td>
</tr>
<tr>
<td><strong>Balance at September 30, 2018</strong></td>
<td>$ (21,575)</td>
<td>$ 15,380</td>
<td>$ (6,195)</td>
</tr>
<tr>
<td><strong>Balance at March 31, 2019</strong></td>
<td>$ (24,263)</td>
<td>$ (10,759)</td>
<td>$ (35,032)</td>
</tr>
<tr>
<td>Reclassification of stranded tax effects as a result of the Tax Legislation</td>
<td>—</td>
<td>(1,406)</td>
<td>(1,406)</td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td>756</td>
<td>—</td>
<td>756</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td>—</td>
<td>(17,051)</td>
<td>(17,051)</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td>—</td>
<td>(1,047)</td>
<td>(1,047)</td>
</tr>
<tr>
<td><strong>Balance at June 30, 2019</strong></td>
<td>$ (23,507)</td>
<td>$ (30,272)</td>
<td>$ (53,780)</td>
</tr>
<tr>
<td>Change associated with foreign currency translation</td>
<td>3,812</td>
<td>—</td>
<td>3,812</td>
</tr>
<tr>
<td>Change associated with current period hedging</td>
<td>—</td>
<td>(3,635)</td>
<td>(3,635)</td>
</tr>
<tr>
<td>Reclassification into earnings</td>
<td>—</td>
<td>479</td>
<td>479</td>
</tr>
<tr>
<td><strong>Balance at September 30, 2019</strong></td>
<td>$ (19,695)</td>
<td>$ (33,425)</td>
<td>$ (53,124)</td>
</tr>
</tbody>
</table>
11. Equity Based Compensation

Following Change Healthcare Inc.'s initial public offering, Change Healthcare Inc. adopted the Change Healthcare Inc. 2019 Omnibus Incentive Plan (the "Omnibus Incentive Plan") pursuant to which 25.0 million shares of the Change Healthcare Inc.'s stock have been reserved for issuance to employees, directors and consultants of Change Healthcare Inc., the Joint Venture and its affiliates.

In connection with the Omnibus Incentive Plan, Change Healthcare Inc., during the three months ended September 30, 2019, granted to the Joint Venture’s employees and directors one or a combination of time-vesting restricted stock units (RSUs), time-vesting deferred stock units, performance stock units, and cash settled restricted stock units under vesting terms that generally vary from one to four years from the date of grant. Each of these instruments are described below.

Restricted Stock Units ("RSUs")—Change Healthcare Inc. granted 4,436,758 RSUs during the three months ended September 30, 2019. The RSUs are subject to either a graded vesting schedule over four years or a one or four year cliff vesting schedule, depending on the terms of the specific award. Upon vesting, the RSUs are exchanged for shares of the Change Healthcare Inc.’s common stock.

Performance Stock Units ("PSUs")—Change Healthcare Inc. granted 1,079,621 PSUs during the three months ended September 30, 2019. The PSUs consist of two tranches, one for which the quantity of awards expected to vest varies based on the Joint Venture’s compound annual Revenue growth rate over a three year period in comparison to a target percentage and one for which the quantity of awards expected to vest varies based on the Joint Venture’s compound annual Adjusted EBITDA growth rate over a three year period in comparison to a target percentage. The awards earned upon satisfaction of the performance conditions become vested on the fourth anniversary of the vesting commencement date of the award (i.e. continued service is required beyond the satisfaction of the performance condition prior to vesting). The Joint Venture recognizes compensation expense for the PSUs based on the number of awards that are considered probable to vest. Recognition of expense is based on the probability of achievement of performance targets and is periodically reevaluated.

Cash Settled Restricted Stock Units ("CSRSUs")—Change Healthcare Inc. granted 397,066 CSRSUs during the three months ended September 30, 2019. The CSRSUs are expected to vest ratably over three years. Upon vesting, however, Change Healthcare Inc. is required to pay cash in settlement of such CSRSUs based on their fair value at the date such CSRSUs vest.

Deferred Stock Units ("DSUs")—Change Healthcare Inc. granted 45,794 DSUs during the three months ended September 30, 2019. The DSUs vest 100% upon the one-year anniversary of the date of grant. Unlike the RSUs, however, the DSUs are exchanged for shares of the Change Healthcare Inc.’s common stock only following the participant’s separation from service.

During the three and six months ended September 30, the Joint Venture recognized compensation expense of $6,096 related to awards granted under the 2019 Plan. At September 30, 2019, aggregate unrecognized compensation expense of the Joint Venture related to awards granted under the 2019 Plan was $37,211.

12. Tangible Equity Units

In July 2019, Change Healthcare Inc. completed its offering of 5,750,000 TEUs. Each TEU, which had a stated amount of $50, was comprised of a prepaid stock purchase contract and a senior amortizing note due June 30, 2022. Change Healthcare Inc. allocated the proceeds from the issuance of the TEUs to equity and debt based on the relative fair values of the respective components of each TEU. Change Healthcare Inc. invested the net proceeds of each in a unit purchase contract and a debt instrument of the Joint Venture on terms that substantially mirror the economics of the TEUs, resulting in net proceeds to the Joint Venture of $276,633 after consideration of underwriting discounts and third party costs that were allocated between the unit purchase contract and debt instrument consistent with the allocation utilized by Change Healthcare Inc. Under these mirrored arrangements, the Joint Venture is required to make cash payments to or transfer LLC Units to Change Healthcare Inc. concurrent with any cash payments or issuance of shares by Change Healthcare Inc. pursuant to the terms of its TEUs.

With respect to the mirrored debt arrangement, the Joint Venture agreed to pay Change Healthcare Inc. an aggregate principal amount of $47,367 in quarterly installments of principal and interest (5.5% per year) on March 30, June 30, September 30, and December 30 of each year through June 30, 2022. Such amounts have been classified with debt on the accompanying consolidated balance sheets.
With respect to the mirrored unit purchase contract, the Joint Venture agreed to issue LLC Units to Change Healthcare Inc. in an amount equal to the number of shares of common stock issued by Change Healthcare Inc. to holders of its purchase contract and at the time of delivery of such common stock to such holders. Such amounts have been classified within Member's deficit on the accompanying consolidated balance sheets.

Because the economics of the unit purchase contract are intended to mirror the purchase contracts issued by Change Healthcare Inc., the Joint Venture expects to deliver between 18,429,325 LLC Units and 22,115,075 LLC Units, subject to adjustment, based on the Applicable Market Value (as defined below) of Change Healthcare Inc.'s common stock as described below:

- If the Applicable Market Value of Change Healthcare Inc.'s common stock is greater than $15.60 per share, holders will receive 3.2051 shares of common stock per purchase contract and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.
- If the Applicable Market Value is less than or equal to $15.60 per share but greater than or equal to $13.00 per share, the holder will receive a number of shares of the Company's common stock per purchase contract equal to $50, divided by the Applicable Market Value and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.; and
- If the Applicable Market Value is less than $13.00 per share, the holder will receive 3.8464 shares of common stock per purchase contract and the Joint Venture will issue an identical number of LLC units to Change Healthcare Inc.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of the Company's common stock over the twenty consecutive trading day period immediately preceding the balance sheet date, or June 30, 2022, for settlement of the stock purchase contracts.

The unit purchase contract has a dilutive effect on the Change Healthcare Inc.'s net income (loss) per unit. The 18,429,325 minimum LLC Units to be issued are included in the calculation of basic net income (loss) per unit. The difference between the minimum LLC Units and the maximum LLC Units are potentially dilutive securities, and accordingly, will be included in the Joint Venture's diluted net income (loss) per unit on a pro rata basis to the extent the Applicable Market Value is higher than $13.00 but is less than $15.60 at period end.
13. Net Income (Loss) per Common Unit

The following table sets forth the computation of basic and diluted net income (loss) per common unit:

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended September 30</th>
<th>Six Months Ended September 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
</tr>
<tr>
<td><strong>Basic net income per common unit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Numerator:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$ (130)</td>
<td>$ 113,440</td>
</tr>
<tr>
<td>Denominator:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weighted average common units outstanding</td>
<td>299,788,703</td>
<td>251,501,744</td>
</tr>
<tr>
<td>Minimum units issuable under purchase contracts</td>
<td>18,429,325</td>
<td>—</td>
</tr>
<tr>
<td></td>
<td>318,219,028</td>
<td>251,501,744</td>
</tr>
<tr>
<td><strong>Basic net income (loss) per common unit</strong></td>
<td>$ —</td>
<td>$ 0.45</td>
</tr>
</tbody>
</table>

| **Diluted net income per common unit** |       |       |       |       |
| Numerator:                      |       |       |       |       |
| Net income (loss)               | $ (130) | $ 113,440 | $ 71,785 | $ 125,946 |
| Denominator:                    |       |       |       |       |
| Number of shares used in basic computation | 318,219,028 | 251,501,744 | 285,107,046 | 251,550,892 |
| Weighted average effect of dilutive securities | — | — | — | — |
| Add:                            |       |       |       |       |
| Dilutive units issuable under unit purchase contracts | 3,685,750 | — | 1,842,875 | — |
| Reimbursement units issuable to Change Healthcare Inc. | 2,065,255 | 1,832,196 | 1,859,929 | 1,859,878 |
|                                | 233,970,033 | 253,333,940 | 288,808,850 | 253,390,770 |
| **Diluted net income (loss) per common unit** | $ — | $ 0.45 | $ 0.25 | $ 0.50 |

14. Asset Held for Sale

During the three months ended September 30, 2019, the Joint Venture committed to a plan to sell its Alpharetta, GA office property in an effort to reduce its real estate footprint. The Joint Venture expects to complete a sale of the property during its fiscal third quarter and recognize an immaterial gain on sale. As of September 30, 2019, the property had a carrying value of $29,562. As a result of this contemplated sale transaction, the Joint Venture has classified the property as an asset held for sale on the accompanying condensed consolidated balance sheet at September 30, 2019.
15. Subsequent Events

Agreement to Sell Office Building

In October 2019, the Joint Venture executed an agreement for the sale of its Alpharetta, GA office property for proceeds of approximately $31,500. The sale is expected to be completed during the third quarter of the Joint Venture’s fiscal year. The Joint Venture expects to recognize a gain of an immaterial amount as a result of this sale.

The Joint Venture has evaluated subsequent events through November 14, 2019, the date the financial statements were available to be issued.
## Officers of Change Healthcare Technology Enabled Services

<table>
<thead>
<tr>
<th>Officer</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nell E. de Crescenzo</td>
<td>President and Chief Executive Officer</td>
<td>3055 Lebanon Pike, Suite 1000, Nashville, TN 37214</td>
</tr>
<tr>
<td>Thomas Laur</td>
<td>Vice President</td>
<td>275 Grove Street, Suite 1-310, Newton, MA 02466</td>
</tr>
<tr>
<td>Dennis Robbins</td>
<td>Vice President, Finance</td>
<td>3055 Lebanon Pike, Suite 1000, Nashville, TN 37214</td>
</tr>
<tr>
<td>Derrick Kirkwood</td>
<td>Vice President, Tax</td>
<td>3055 Lebanon Pike, Suite 1000, Nashville, TN 37214</td>
</tr>
<tr>
<td>Loretta Cecil</td>
<td>Secretary</td>
<td>5995 Windward Parkway, Alpharetta, GA 30005</td>
</tr>
<tr>
<td>Carrie Ratliff</td>
<td>Assistant Secretary</td>
<td>3535 Piedmont Road, Building 14 Suite 600, Atlanta, GA 30305</td>
</tr>
<tr>
<td>Joe Ashkouti</td>
<td>Assistant Secretary</td>
<td>3535 Piedmont Road, Building 14 Suite 600, Atlanta, GA 30305</td>
</tr>
</tbody>
</table>
COUNTY OF NASSAU
CONSULTANT’S, CONTRACTOR’S AND VENDOR’S DISCLOSURE FORM

1. Name of the Entity: Change Healthcare Technology Enabled Services LLC

Address: 3055 Lebanon Pike

City: Nashville State: TN Zip Code: 37214

2. Entity's Vendor Identification Number: 581953146

3. Type of Business: Ltd. Liability Co (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):

2 File(s) uploaded

No principals have been attached to this form.

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

If none, explain.

On June 27, 2019, Change Healthcare became a public company. Information related to this request is in the process of being updated. To check information on our financials, please visit the Financials link on our website: https://ir.changehealthcare.com/financial-information.

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

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

Change Healthcare Technology Enabled Services LLC is a subsidiary of Change Healthcare, 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, departments, heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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

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

Electronically signed and certified at the date and time indicated by:
Scott Schrader [SCOTT.SCHRADER@CHANGEHEALTHCARE.COM]

Dated: 01/02/2020 01:41:07 PM

Title: Chief Commercial Officer, TES
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.
**Officers of Change Healthcare Technology Enabled Services**

<table>
<thead>
<tr>
<th>Officer</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neil E. de Crescenzo</td>
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<td>Secretary</td>
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<td>Carrie Ratliff</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>Joe Ashkouf</td>
<td>Assistant Secretary</td>
</tr>
</tbody>
</table>
# Officers of Change Healthcare Technology Enabled Services

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<tr>
<td>Derrick Kirkwood</td>
<td>Vice President, Tax</td>
<td>3055 Lebanon Pike, Suite 1000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Nashville, TN 37214</td>
</tr>
<tr>
<td>Loretta Cecil</td>
<td>Secretary</td>
<td>5995 Windward Parkway</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alpharetta, GA 30005</td>
</tr>
<tr>
<td>Carrie Ratiff</td>
<td>Assistant Secretary</td>
<td>3535 Piedmont Road</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Building 14 Suite 600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Atlanta, GA 30305</td>
</tr>
<tr>
<td>Joe Ashkoufi</td>
<td>Assistant Secretary</td>
<td>3535 Piedmont Road</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Building 14 Suite 600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Atlanta, GA 30305</td>
</tr>
</tbody>
</table>
AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this “Amendment”) dated as of the date that this Amendment is executed by Nassau County (the “Effective Date”), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the “Department”) and (ii) Change Healthcare Practice Management Solutions Inc., a corporation authorized to do business in the State of New York, having its principal office at 3055 Lebanon Pike, Suite 1000, Nashville, TN 37214 (the “Contractor”).

WITNESSETH:

WHEREAS, pursuant to County contract number COPD13000013 between the County and the Contractor, executed on behalf of the County on November 12, 2013, as amended, and as assigned by MED3000, Inc. effective as of March 1, 2018 (the “Original Agreement”), the Contractor provides the recording and transmission of pre-hospital care reports and billing and fee collection 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 is from February 11, 2013 until August 10, 2019 (the “Original Term”); and

WHEREAS, the County has issued RFP No. PD0215-1911 for Ambulance Billing Services, and is currently in the process of finalizing a new contract award for these Services; and

WHEREAS, the Department desires to extend the Term of the Original Agreement to avoid a disruption of the Services in connection with the termination of the Original Agreement and transition to a new contract; and

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

1. Term. The Term of the Original Agreement shall be extended by four (4) months and twenty-one (21) days, so that the termination date of the Original Agreement, as amended by this Amendment (the “Amended Agreement”) shall be December 31, 2019.

2. Full Force and Effect. All 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 Left Intentionally Blank.]
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

Change Healthcare Practice Management Solutions, Inc.

By: [Signature]
Name: Christine Rice
Title: SVP, CFO, TES
Date: 10/11/19

NASSAU COUNTY

By: 
Name: 
Title: Deputy County Executive
Date: 

PLEASE EXECUTE IN BLUE INK
GEORGIA
STATE OF NEW YORK)
FULTON  ss.:  COUNTY OF NASSAU

On the 11th day of OCTOBER in the year 2019 before me personally came
CHRISTINE RICE to me personally known, who, being by me duly sworn, did depose and
say that she resides in the County of FULTON; that she is the
SVP, CFO of CHANGE HEALTHCARE, INC., the corporation described herein and
which executed the above instrument; and that she signed his or her name thereto by authority
of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)  ss.:  COUNTY OF NASSAU

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

NOTARY PUBLIC
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER:
MARSH INC.
1801 WEST END AVE., SUITE 1500
NASHVILLE, TN 37203
Attn: Tammy A. Addcock
Contact Name: Tammy Addcock
Phone: 615-340-2444
Fax: 615-340-2445
Email: Tammy.A.Addcock@marsh.com
INURED:
Chicago Healthcare LLC
3055 Lebanon Road
Nashville, TN 37214
CN11892802-EMDEC-GAWU-16

INURED
MASSMutual Casualty Insurance Company
20614
INSURED
INSURER A: Charter Oak Fire Insurance Company
20674
INSURER B: Travelers Property Casualty Company Of America
INSURER C: Starr Indemnity & Liability Company
36318
INSURER D: 
INSURER E: 

CERTIFICATE NUMBER:
ATL-00462742-02

REVISION NUMBER: 4

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.

<table>
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<th>TYPE OF INSURANCE</th>
<th>ADDED INSURER</th>
<th>POLICY NUMBER</th>
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<th>END DATE</th>
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OTHER LIMITS APPLICABLE PER OCCURRENCE:

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POLICY LIMITS:

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<tr>
<td>EACH OCCURRENCE</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / VEHICLES:

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

CANCELLATION:

The ACORD name and logo are registered marks of ACORD

© 1998-2015 ACORD CORPORATION. All rights reserved.
NIFS ID: CLPD1900008      Department: Police Dept.

Contract ID #: CQPD13000013   NIFS Entry Date: 02-MAY-19   Term: from 11-FEB-19 to 10-AUG-19

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

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

Vendor Info:
Name: Change Healthcare Practice Management Solutions, Inc.
Vendor ID#: 232939847
Address: 3055 Lebanon Pike, Suite 1000
Nashville, TN 37214
Contact Person: Morris Maybruch
Phone: 845-368-4800

Department:
Contact Name: Jaclyn Delle, Legal Bureau
Address: 1 West St.
Minoa, NY 13501
Phone: 516-571-3054

Routing Slip

<table>
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<tr>
<th>Department</th>
<th>NIFS Entry: X</th>
<th>03-MAY-19 -- JDDELLEPD</th>
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<tr>
<td>Department</td>
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<td>03-MAY-19 -- JDDELLEPD</td>
</tr>
<tr>
<td>DPW</td>
<td>Capital Fund Approved:</td>
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<tr>
<td>OMB</td>
<td>NIFA Approval: X</td>
<td>10-MAY-19 -- IQURESHTI</td>
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<td>OMB</td>
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<td>07-MAY-19 -- JNOGID</td>
</tr>
<tr>
<td>County Atty.</td>
<td>Insurance Verification: X</td>
<td>03-MAY-19 -- AAMATO</td>
</tr>
<tr>
<td>County Atty.</td>
<td>Approval to Form: X</td>
<td>03-MAY-19 -- DMCDERMOTT</td>
</tr>
</tbody>
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## Contract Summary

**Purpose:** Amendment to existing contract to extend term by six (6) months.

**Method of Procurement:** Contract amendment. Please see procurement history below.

**Procurement History:** Request for Proposals ("RFP") issued on October 11, 2012. A new RFP was issued for these services, and the Department is currently in the process of reviewing responses. This extension is to ensure a smooth transition to a new contract, without a gap in these necessary services.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** 0.01 (revenue contract)

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted) Approve as submitted.

## Advisement Information

<table>
<thead>
<tr>
<th>BUDGET CODES</th>
<th>FUNDING SOURCE</th>
<th>AMOUNT</th>
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Contract ID #: CQPD13000013  NIFS Entry Date: 02-MAY-19  Term: from 11-FEB-19 to 10-AUG-19

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

Vendor Info:

<table>
<thead>
<tr>
<th>Name: Change Healthcare Practice Management Solutions, Inc.</th>
<th>Vendor ID#: 232939847</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 3053 Lebanon Pike, Suite 1000</td>
<td>Contact Person: Morris Maybruech</td>
</tr>
<tr>
<td>Nashville, TN 37214</td>
<td>Phone: 845-368-4800</td>
</tr>
</tbody>
</table>

Department:

<table>
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<tr>
<th>Contact Name: Jaclyn Delle, Legal Bureau</th>
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<tbody>
<tr>
<td>Address: 1 West St.</td>
</tr>
<tr>
<td>Mineola, NY 11501</td>
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<td>Phone: 516-571-3054</td>
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**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted) Approve as submitted.

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NIFA  
Nassau County Interim Finance Authority

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

1. Vendor: Change Healthcare Practice Management Solutions, Inc.

2. Dollar amount requiring NIFA approval: $0.01
   
   Amount to be encumbered: $0.01
   
   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: 02/11/2019-08/10/2019
   Has work or services on this contract commenced? Y___

   If yes, please explain: Services continuing as amendment is routed through approvals.

4. Funding Source:
   
   X General Fund (GEN)
   Capital Improvement Fund (CAP)
   Other

   Grant Fund (GRF)
   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:

   Amendment to existing contract to extend term by six (6) months.

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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
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</table>

   (Table continues on the next page.)
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.

IQUESHI 10-MAY-19
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.
RULES RESOLUTION NO. 155 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC. (FORMERLY MED3000, INC.)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.), extending the term of the Agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.).
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: Change Healthcare Practice Management Solutions, Inc.

CONTRACTOR ADDRESS: 3055 Lebanon Pike, Suite 1000, Nashville Tennessee 37214

FEDERAL TAX ID #: 232939847

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]. [Number] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date]. [Number] [state #] proposals were received and evaluated. The evaluation committee consisted of: [list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. □ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on ______________________ (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 a Request for Proposals was issued on October 11, 2012. Proposals were due on December 28, 2012. Six proposals were received and were scored and ranked. Change Healthcare (formerly known as "MedS2000") was selected as the highest ranking proposer. The County issued a new RFP for these services on February 15, 2013, a proposal not currently being evaluated. This amendment is to ensure a smooth transition of services is not interrupted. [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 number ____________, 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.

[Signature]
Department Head Signature

9/2/2010
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.
AMENDMENT NO. 3

AMENDMENT, (together with any appendices or exhibits hereto, this “Amendment”) made as of the date this Amendment is first executed by the parties hereto, 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (“the Department”), and (ii) Change Healthcare Practice Management Solutions Inc., a Delaware corporation having its principal office at 3085 Lebanon Pike, Suite 1000, Nashville TN 37214 (the “Contractor”).

WITNESSETH:

WHEREAS, pursuant to County contract number CQP13000013 between the County and the Contractor, executed on behalf of the County on November 12, 2013, as amended and as assigned by MED3000, Inc., effective as of March 1, 2018 (the “Original Contract”), the Contractor provides the recording and transmission of pre-hospital care reports (“PCHR”) and billing and fee collection 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 is from February 11, 2013 through February 10, 2018 (the “Term”), unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, the County has issued RFP No. PD0215-1611 for Ambulance Billing Services, and is currently reviewing proposals in anticipation of an award of a new contract for these Services; and

WHEREAS, the County desires to extend the Term of the Original Agreement to minimize disruption of the Services in connection with the termination of the Original Agreement and the transition to a new contract.

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

1. Term. The Term of the Original Agreement shall be extended by six (6) months, so that the termination date of the Original Agreement, as amended by this Amendment (the “Amended Agreement”) shall be August 10, 2019.

2. Compliance with Law. Section 7 of the Original Agreement is hereby amended to add the following subsections:

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

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

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 Left Intentionally Blank]
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS INC.

By: ________________________________
Name: Christine Rice
Title: CTO
Date: 7/11/19

NASSAU COUNTY

By: ________________________________
Name: ________________
Title: CTO
Date: 7/12/19

PLEASE EXECUTE IN BLUE INK
On the 11th day of April in the year 2019, before me personally came Crystal Rice, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Cherokee; that he or she is the SVP, CEO of ClearHealthCare Practice Management Solutions, in 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.

Cheryl D. Ruggles
NOTARY PUBLIC

On the 12th day of July in the year 2019, before me personally came Tanya J. Fox, 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.

Tanya J. Fox
Notary Public, State of New York
No. 01CA607389
Commission Expires April 11, 2022
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Marsh & McLennan Agency LLC
1951 West End Ave, Suite 1400
Nashville, TN 37203
Attn: Tammy A. Adcock
Attn: Tammy.A.Adcock@marsh.com

CN: 1190048533-GAWU-20-

INSURED
Charge Healthcare LLC
306 E Lebanon Pike, Ste 1000
Nashville, TN 37214

CONTACT
Tammy Adcock
PHONE (Ext): 515-340-4444
FAX: (ASC, No):
EMAIL: Tammy.A.Adcock@marsh.com

INSURER(S) AFFORDDING COVERAGE

INsurER A: Chubb Limited
INsurER B: Transcare Indemnity Company
INsurER C: Starr Indemnity & Liability Company
INsurER D: Transcare Property Casualty Company Of America
INsurER E: 

REVISION NUMBER: 4

CERTIFICATE NUMBER: ATL-02042020-25

COVERAGES

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.

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| B   | AUTOMOBILE LIABILITY |
|     |                    |
|     | ANY AUTO |
|     | OWNED AUTO ONLY |
|     | NON-OWNED AUTO ONLY |
|     | SCHEDULED AUTO |
|     | HIRD AUTO ONLY |

| D   | UMBRELLA AND EXCESS LIABILITY |
|     | OCCUR |
|     | CLAIMS MADE |

| E   | WORKERS COMPENSATION AND EMPLOYERS LIABILITY |
|     | ANY Occupation/Partnership/Executive Officer/Member/Sole Prop | N/A |
|     | (Mandatory in NH) |

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

THE CERTIFICATE HELD IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

Nassau County Police Department
1100 Franklin Ave
Nimmo By, NY 11501

CANCELATION

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
Stephen R. Earp

© 1988-2016 ACORD CORPORATION. All rights reserved.
NIFS ID: CLPD18000003  Department: Police Dept.

Contract ID #: CQPD13000013  NIFS Entry Date: 05-JUN-18  Term: from 11-FEB-13 to 10-FEB-19

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

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<th>1) Mandated Program:</th>
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<td>3) CSEA Amt. § 32 Compliance Attached:</td>
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<td>4) Vendor Ownership &amp; Mgmt. Disclosure Attached:</td>
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<td>5) Insurance Required</td>
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Vendor Info:

Name: Change Healthcare Practice Management Solutions Inc. (formerly Med3000 Inc)
Address: 3055 Lebanon Pike, Suite 1000
Nashville, TN 37214

Vendor ID#: 252939847
Contact Person: Morris Maybruch
Phone: 845-368-4800

Department:
Contact Name: GAIL MCGRATH-GOUGH
Address: NASSAU COUNTY POLICE DEPARTMENT 1490 FRANKLIN AVE - ROOM 250
MINEOLA, NEW YORK 11501
Phone: 516-575-7150

Routing Slip

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<td>OMB</td>
<td>NIFA Approval: X</td>
<td>13-JUN-18 -- APERSICH</td>
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## Contract Summary

**Purpose:** To extend contract and encumber additional funds for Emergency Ambulance Billing

**Method of Procurement:** Request for proposals issued on October 11, 2012

**Procurement History:** Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc., has provided this service since February 11, 2013 when the contract was executed under CQPD13000013.

**Description of General Provisions:** Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc., will provide ambulance billing services for the Department as well as providing the Department with the ability to prepare electronic PRAs.

**Impact on Funding / Price Analysis:** Emergency Ambulance billing is revenue generating. No maximum dollar amount ceiling. Additional funds $750,000.

2017 Revenue amount $23,381,779. This contract earns approximately $20 million annually.

**Recommendation:** (approve as submitted)

## Advisement Information

<table>
<thead>
<tr>
<th>BUDGET CODES</th>
<th>FUNDING SOURCE</th>
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**TOTAL** $750,000.00
**NIFS ID:** CLPD18000003  
**Department:** Police Dept.

**Service:** EMERGENCY AMBULANCE BILLING

**Contract ID #:** CQPDI3000013  
**NIFS Entry Date:** 05-JUN-18  
**Term:** from 11-FEB-13 to 10-FEB-19

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

**Vendor Info:**
- **Name:** Change Healthcare Practice Management Solutions Inc. (formerly Med3000 Inc)
- **Address:** 3055 Lebanon Pike, Suite 1000, Nashville, TN 37214
- **Vendor ID#:** 232939847  
- **Contact Person:** Morris Maybusch
- **Phone:** 845-368-4800

**Department:**
- **Contact Name:** GAIL MCGRATH-GOUGH
- **Address:** NASSAU COUNTY POLICE DEPARTMENT, 1490 FRANKLIN AVE, ROOM 250, MINEOLA, NEW YORK 11501  
- **Phone:** 516-573-7150

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2017 Revenue amount $23,381,779. This contract earns approximately $20 million annually.

**Change in Contract from Prior Procurement:** Formerly MED3000 Inc - now -Change Healthcare Practice Management Solutions, Inc.

**Recommendation:** (approve as submitted)

### Advisement Information

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*Note: RENEWAL: Increase Decrease*
RULES RESOLUTION NO. 15 - 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC. (FORMERLY MED3000, INC.)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.), extending the term of the Agreement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Change Healthcare Practice Management Solutions, Inc. (formerly Med3000, Inc.).
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: Change Healthcare Practice Solutions (formerly MED3000)

CONTRACTOR ADDRESS: 3055 Lebanon Pike, Suite 1000, Nashville, TN 37214

FEDERAL TAX ID #: 232638847

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 October 11, 2012 [date]. Potential proposers were made aware of the availability of the RFP by advertising in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 12/20/12 [date]. [#] proposals were received and evaluated. The evaluation committee consisted of: [list of names and their respective departments]. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. ☐ This is a renewal, extension or amendment of an existing contract.  
The contract was originally executed by Nassau County on NOVEMBER 12, 2013 [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 2/12/93 - See II for description.

☐ [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 services 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 164, 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. 77-41, 1977-1 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.

[Signature]
Department Head Signature
June 4, 2018
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.

Comp. form Pers./Prof. Services Contracts: Rev. 03/18  3
AMENDMENT NO. 2

AMENDMENT, (together with the schedules, appendices, attachments and exhibits if any hereto, this “Amendment”) made as of the date this Amendment is last executed by the parties hereto, 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the “Department”) and (ii) Change Healthcare Practice Management Solutions Inc., a Delaware corporation having its principal office at 3055 Lebanon Pike, Suite 1000, Nashville TN 37224 (the “Contractor” and/or "Assignee").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD13-000013 between the County and the MED3000 Inc., executed on behalf of the County on November 12, 2013 as amended by Amendment One CLPD14-000002 executed on behalf of the County on August 12, 2014 (the “Original Agreement”), MED3000, Inc. provided the recording and transmission of pre-hospital care reports (“PCR”) and billing and fee collection services, which is more fully described in the Original Agreement (the services contemplated by the Original Agreement, the “Services”); and

WHEREAS, the term of the Original Agreement is from February 11, 2013 through February 10, 2018 (the “Original Term”); and

WHEREAS, the County is desirous of extending the term of the Original Agreement for one (1) year, so that the termination date shall be February 10, 2019;

WHEREAS, MED3000 was agreeable to such extension and from February 11, 2013 through February 28, 2018 provided the Services to the County; and

WHEREAS as of March 1, 2018, MED3000, Inc. has assigned all of its assets, receivables, and liabilities, including any and all rights, receivables, liabilities, extensions, and renewals of the Original Agreement, to Assignee with all services rendered and all pertinent personnel now employed by Assignee (the "Assignment"); and

WHEREAS, such Assignment was accepted and consented to by the County; and since such effective date of the Assignment, Change Healthcare Practice Management Solutions Inc. has provided the Services to the County; and

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

1. Term Extension. The Original Agreement shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the “Amended Agreement”), shall be February 10, 2019.
2. Full Force and Effect. All 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.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS INC.

By: [Signature]
Name: Christine Rice
Title: SUP CEO TEA
Date: 5/27/18

NASSAU COUNTY

By: [Signature]
Name: [Signature]
Title: Deputy County Executive
Date: 8/27/18

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK
COUNTY OF NASSAU

On the 22 day of AUGUST in the year 2018, 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 NASSAU; that he or she is the

of CHANGE HEALTHCARE, 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.

[Signature]
NOTARY PUBLIC

STATE OF NEW YORK
COUNTY OF NASSAU

On the 22 day of AUGUST in the year 2018, 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 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.

[Signature]
NOTARY PUBLIC
**Certificate of Liability Insurance**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**

MAVSET INC.
1821 West End Avenue, Suite 1500
Nashville, TN 37203
Tel: Tammy.A.acoki@maevset.com

**Insured:**

CHANGE HEALTHCARE LLC
3055 Lebanon Road
Nashville, TN 37244

**Certification Number:**

ATL-00430742-01

**Revision Number:**

3

**Coverages**

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.

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**Description of Operations/Location/Vehicles (ACORD 101): Additional Remarks Schedule may be attached if more space is required.**

Re: Operations: Billing related services provided with Nassau Police Department.

The Certificate Holder is included as an additional insured where required by written contract with regard to General Liability.

**Certificate Holder:**

Nassau County Police Department
Attn: Contracting Officer
1490 Franklin Ave
Nashua, NY 12514

**Cancellation:**

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]

**Copyright:**

© 1988-2016 ACORD CORPORATION. All rights reserved.
ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignee") is made as of the 1st day of March, 2013 by and between MED3000, Inc. (" Assignor") and Change Healthcare Practice Management Solutions Inc. ("Assignee").

WITNESSETH:

WHEREAS, Assignor and the COUNTY OF NASSAU ("County") entered into an agreement on November 12, 2013 (No. CQPD13-000613) as amended by Amendment One (No. CLPD14-000002) executed on behalf of the County on August 12, 2014 (collectively the "Contract" or "Agreement") for the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services for the Nassau County Police Department's ambulance bureau;

WHEREAS, as of March 1, 2013 Assignor has assigned all of its assets, receivables, and liabilities, including any and all rights, receivables, liabilities, extensions, and renewals of the Agreement, to Assignee with all services rendered and all pertinent personnel now employed by Assignor;

WHEREAS, Assignor desires to assign the Agreement to Assignee as more fully provided below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor does hereby assign all of its right, title and interest, including any and all rights, receivables, liabilities, extensions, and renewals of and to the Agreement to Assignee.

2. **Assumption.** The Assignee hereby assumes all the obligations of the Assignor on its part to be performed under the Agreement.

3. **Successors and Assignees.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be performed wholly therein.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNOR: MED3000, Inc.
By: 
Name: Christine Rice
Title: SVP CPD-TEC

ASSIGNEE: Change Healthcare Practice Management Solutions Inc.
By: 
Name: Christine Rice
Title: SVP CPD-TEC

CONSENTED TO:

COUNTY OF NASSAU
By: 
Name: Patrick J. Ryder
Title: Commissioner NCPD
Date:

By: 
Name: 
Title: Deputy County Executive
Date: 5/30/18
STATE OF GEORGIA
COUNTY OF FULTON

On the 24th day of MAY, in the year 2018 before me personally came Christos M. Pae, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fulton, that he or she is the President of MED3000, Inc., the corporation described herein and which executed the above instrument, but that he signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]

NOTARY PUBLIC
STATE OF GEORGIA
COUNTY OF FULTON

On the 24th day of MAY, in the year 2018 before me personally came Christos M. Pae, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fulton, that he or she is the President of MED3000, Inc., the corporation described herein and which executed the above instrument, but that he signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]

NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF NASSAU

On the 24th day of MAY, in the year 2018 before me personally came Christopher J. Fox, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau, that he or she is the 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.

[Signature]

NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF NASSAU

On the 24th day of MAY, in the year 2018 before me personally came Christopher J. Fox, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau, that he or she is the 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.

[Signature]
August 14, 2014

MED3000, Inc.
Attn: Morris Maybruch
1 Blue Hill Plaza
Pearl River New York 10965

Re: Contract #14000002 $.01

Dear Mr. Maybruch:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of, Police Department.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

William J. Muller III
Clerk of the Nassau County Legislature

WJM/bf
Contract Details

NIFS ID #: CLPD14-000 002
NIFS Entry Date: 5-5-14
Term: from 2/11/13 to 2/10/16

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<th>Blanket Resolution [ ]</th>
<th>RES#</th>
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<td>2) Comptroller Approval Form Attached:</td>
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<td>3) CSSEA Agreement § 32 Compliance Attached:</td>
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Agency Information

Vendor
Name: MED3000, Inc.
Address: 1 Blue Hill Plaza
Pearl River, NY, 10965
Vendor ID#: 134181567
Contact Person: Morris Maybruch
Phone: 1-800-258-0251

County Department
Department Contact: DSgt. T. Comiskey
Address: Legal Bureau
Phone: 573-7210

Routing Slip

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<tr>
<td>5/17/14</td>
<td>County Executive</td>
<td>Notarization Filled with Clerk of the Leg.</td>
<td>No [ ]</td>
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PR5254 (1/06)
III. This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on November 12, 2013 [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). See II above. [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.

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.

[Signature]
Department Head Signature

[Signature]
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04
RULES RESOLUTION NO. 185—2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MED3000, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-26-14
VOTING: aye 7 ayes 0 absent 0 released 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Med3000, Inc., to provide ambulance billing services and the necessary hardware to prepare Patient Care Reports (PCR's), a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Med3000, Inc.
RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MED3000, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Med3000, Inc., to provide ambulance billing services and the necessary hardware to prepare Patient Care Reports (PCR's), a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Med3000, Inc.
AMENDMENT NO. 1

AMENDMENT, dated as of _______ 201____ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1350 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) MEGDOO, Inc., a Delaware corporation, having its principal office at 1 Blue Hill Plaza, Pearl River, New York 10965 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COPD13-000013 between the County and the Contractor, executed on behalf of the County on November 12, 2013 (the "Original Agreement"), Contractor provides the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services, which is more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 11, 2013 and shall expire three years thereafter, provided however, the Original Agreement shall automatically renew for two (2) additional one (1) year terms, unless sooner terminated in accordance with the terms of the Original Agreement; and

WHEREAS, the Department is desirous of amending the payment terms to clarify the terms provided under the Original Agreement.

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

1. Payment. The Exhibit B attached to the Original Agreement, as amended by this Amendment, (the "Amended Agreement") shall be amended and supplemented with the following language: "The 6.75% charge rate on collections is not to be charged on Medicaid receipts, but there is an additional charge to the County of $7.50 per Medicaid claim processed."

2. Full Force and Effect. All 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 date first written above.

MED3000, INC.

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: [Signature]

NASSAU COUNTY

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: [Signature]

PLEASE EXECUTE IN BLUE INK
On the 16 day of April in the year 2014 before me personally came Chris Rodriguez 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 Senior Vice President of [Redacted], 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.

[Signature]

NOTARY PUBLIC
04/16/14

[Stamp]

TERESA D. RODRIGUEZ
MY COMMISSION EXPIRES
March 14, 2017

STATE OF NEW YORK

COUNTY OF NASSAU

On the 12 day of August in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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.

[Signature]

NOTARY PUBLIC

[Stamp]

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 013-PE/2016
Qualified in Nassau County
Commission Expires April 14, 2020
Contract Details

NIFS ID #: COPD13-000013  NIFS Entry Date: 6-18-13  Term: from 2-11-13 to 2-10-16

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</tbody>
</table>

1) Mandated Program: Yes □ No X
2) Comptroller Approval Form Attached: Yes X No □
3) CSEA Agreement § 32 Compliance Attached: Yes □ No X
4) Vendor Ownership & Mgmt. Disclosure Attached: Yes X No □
5) Insurance Required: Yes X No □

Agency Information

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<tr>
<th>Vendor Information</th>
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<td>Name</td>
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<td>Address</td>
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<tr>
<td>Contact Person</td>
<td>Morris Meybranch</td>
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<tr>
<td>Phone</td>
<td>1-800-266-0251</td>
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<tr>
<td>Department Contact</td>
<td>D/Sgt. Tara Comiskey</td>
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<tr>
<td>Address</td>
<td>1490 Franklin Ave, Mineola, NY 11501</td>
</tr>
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Not required if blanket resolution
Contract Summary

Description:
Purpose: MED3000 will provide to the Department ambulance billing services and the necessary hardware to prepare Patient Care Reports (PCR).

Method of Procurement: A Request for Proposals was issued on October 11, 2012. Six proposals were submitted, all of which met the requirements of the Department.

Procurement History: Vendor has provided this service since March 4, 2002 when a predecessor agreement, CQPD07-000018, was executed as a result of the vendor winning a previous RFP.

Description of General Provisions: Vendor provides billing related services in connection with the Department's Emergency Ambulance Bureau. This encumbrance and all future encumbrances for this contract represent reimbursement of the contracted percentage of revenues collected.

Impact on Funding / Price Analysis: Emergency ambulance billing is revenue generating. No maximum dollar ceiling.

Change in Contract from Prior Procurement: None

Recommendation: Approve as submitted.

Advisement Information

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| TOTAL | $650,000 |

Document Prepared By: M.J. Weyer, AII

NHS Certification: I certify that this document was accepted as NHS.
Name: Michael G. Holmes
Date: 10/30/2013

Controller Certification: I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.
Name: James E. McDonald
Date: 10/23/13

County Executive Approval: 
Name: 
Date: 
E #: 

ROB941/13A
MEMORANDUM

To: William Muller

From: John Ciampoli

Subject: Contract Deemed Approved Pursuant to Nassau County Charter § 103(8)(e)

Date: October 17, 2013

The following personal service contract shall be deemed approved pursuant to Nassau County Charter § 103(8)(e):

MED3000, Inc., E-175-13

The contract was filed with the Clerk of the Legislature on August 27, 2013 and has not been acted upon by the Rules Committee within forty-five (45) days of filing. Therefore, this contract shall be deemed approved by the Rules Committee as of October 11, 2013.
RULES RESOLUTION NO. - 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND MED3000, INC.

WHEREAS, the County has negotiated a personal services agreement with MED3000, Inc. to provide recording and transmission of pre-hospital care reports, and ambulance billing and fee collection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with MED3000, Inc.
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: MED3000, Inc.

CONTRACTOR ADDRESS: 1 Blue Hill Plaza
Pearl River, NY 10965

FEDERAL TAX ID #: 134181567

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

I. \(\square\) 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. \(\square\) The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on October 11, 2012 [date]. Potential proposers were made aware of the availability of the RFP by a newspaper advertisement (Newsday) [newspaper advertisement, posting on website, mailing, etc.]. Eight [\#] potential proposers requested copies of the RFP. Proposals were due on Friday, December 28, 2012 [date]. Six [\#] proposals were received and evaluated. The evaluation committee consisted of: DI Kenneth Hettler, Sgt. Greg Stephanoff and AMTC Steve Gerard; and AMT Mary Queret [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.
III. □ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). [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. [contract number] and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor’s performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

[Signature]
Department Head Signature

[Date]
6/19/13

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04
NASSAU COUNTY
RFP FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

General Instructions. Before starting your evaluation

1. Review the RFP
2. Review the evaluations instructions
3. Review the evaluation forms

After you have received copies of the proposals, review each applicant's proposal to familiarize yourself with all the proposals. Do not complete the evaluation forms at this time.

After all of the proposals have been reviewed, select one and complete the attached evaluation sheets for that proposal. Determine the strength and weaknesses of the proposal using the evaluation factors provided and assign a numerical score for each factor. Once the evaluation sheets have been completed, select another proposal and continue until all of the proposals have been scored. Note that all members of the Evaluation Committee will be completing the same evaluation forms; an average score will then be calculated across all evaluators.

Each evaluator must score the evaluations independently. However, feel free to discuss the proposals with the other members of the Evaluation Committee.

After you have completed the last evaluation, you may return to any of the previously evaluated proposals and revise your earlier score(s) as desired. When you are finished, make copies of all the completed forms for your records.
REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #1 Contract Requirements and Proposed Solution (Weight: 25%).

Review the proposal as a whole, addressing the following questions:

- Overall responsiveness of the proposal; Does the Proposer demonstrate a clear understanding of the requirements portion of the RFP? Is the proposal concise?
- Is the proposal complete? Does it contain all elements identified in the RFP?
- Does the proposal clearly represent the vendor's capabilities?

Based on your assessment, assign a numerical rating to the proposal using the following scale:

"5" = The proposal contains all elements, is concise and clearly presents the vendor's capabilities.
"4" = The proposal is missing one or two elements, is mostly concise and mostly clear.
"3" = The proposal is missing several elements, is not concise and does not clearly present the vendor's capabilities.
"2" = The proposal contains at least one major element missing.
"1" = The proposal is not responsive.

Evaluator's Name: [Signature]

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REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #2  The Vendor's Profile: Organization, Capacity, Staffing (Weight: 25%)
Review the proposal as a whole, addressing the following questions:

- Does the proposal demonstrate an ability to perform necessary services?
- Does the vendor's organization and personnel demonstrate the capacity to provide this service?
- Has the vendor described the resources available to perform the necessary services?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

"5" = The vendor's history and service background are more than adequate.
"4" = The vendor's history and service background are adequate.
"3" = The vendor's history and service background are less than adequate.
"2" = The vendor's history and service background are unacceptable.
"1" = The vendor's history and service background are not provided.

Evaluator's Name: [Signature]

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REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience / History and Service Background (Weight: 25%)

Review the proposal as a whole, addressing the following questions:
- Does the proposal demonstrate a successful service history?
- Does the vendor's organization and experience demonstrate the capacity to provide this service?
- Has the vendor performed successfully in the past on projects of similar size and scope?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services? Assign a numerical rating to the proposal using the following scale:

- "5" = The vendor's history and service background are more than adequate.
- "4" = The vendor's history and service background are adequate.
- "3" = The vendor's history and service background are less than adequate.
- "2" = The vendor's history and service background are inadequate.

Evaluator's Name: Goff, Goff, Goff

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REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #4 Program Cost (Weight: 25%)

In reviewing each proposal, consider whether the proposed budget is financially viable as well as cost effective. Financial viability means that the identified program costs are sufficient to allow for adequate and continued program functioning. Cost effectiveness means that program costs are sufficient to assure adequate program operations without being inordinately expensive.

Examine the proposal and score it using the following scale:

"5" = Program cost, including financial viability and cost effectiveness, is more than adequate.

"4"

"3" = Program cost, including financial viability and cost effectiveness, is adequate.

"2"

"1" = Program cost, including financial viability and cost effectiveness, is less than adequate.

Evaluator’s Name:  

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NASSAU COUNTY
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REQUEST FOR PROPOSAL FOR AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #2 The Vendors Profile: Organization, Capacity, Staffing (Weight: 25%)

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- Does the proposal demonstrate an ability to perform necessary service?
- Does the vendor's organization and personnel demonstrate the capacity to provide this service?
- Has the vendor described the resources available to perform the necessary services?

Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services: Assign a numerical rating to the proposal using the following scale:

- "5" = The vendor's history and service background are more than adequate.
- "4" = The vendor's history and service background are adequate.
- "3" = The vendor's history and service background are less than adequate.

Evaluator's Name: Mary O'Brien, Aust

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REQUEST FOR PROPOSAL FOR
AMBULANCE BILLING SERVICES

PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience / History and Service Background (Weight: 25%)

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- Does the proposal demonstrate a successful service history?
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Based upon your review, does the vendor demonstrate the history and service background to successfully provide RFP services? Assign a numerical rating to the proposal using the following scale:

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Evaluator's Name: [Signature]

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REQUEST FOR PROPOSAL FOR
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PROPOSAL EVALUATION

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Evaluator's Name: [Signature]

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RFP FOR AMBULANCE BILLING SERVICES
PROPOSAL EVALUATION

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Evaluator's Name:  DI KENNETH R. NETTLES

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PROPOSAL EVALUATION

Factor #2 The Vendors Profile: Organization, Capacity, Staffing (Weight: 25%)
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Evaluator’s Name: DJ KENNEDY R. HEITZER

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REQUEST FOR PROPOSAL FOR
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PROPOSAL EVALUATION

Factor #3 The Vendor's Related Experience / History and Service Background (Weight: 25%)

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Evaluator's Name: N. Kenneth R. Heiffer

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REQUEST FOR PROPOSAL FOR
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PROPOSAL EVALUATION

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Evaluator's Name: Dr. Kenneth C. Weisler

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NASSAU COUNTY
RFP FOR AMBULANCE BILLING SERVICES

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Evaluator's Name: [Signature]

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REQUEST FOR PROPOSAL FOR
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PROPOSAL EVALUATION

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CERTIFICATE OF LIABILITY INSURANCE

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 POLICY(S) 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

ACORD Risk Insurance Services West, Inc.
P.O. Box 360
4010 N. May Ave.
Oklahoma City, OK 73101

INURED

Mid-1000 Group Inc
580 Anderson Dr
Pittsburgh, PA 15220

COVERAGES

CERTIFICATE NUMBER: 67005081296

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 THE INSURANCE AFFORDED BY THE POLICIES DISCERBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS APPLICABLE TO SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAY CLAIMS.

CERTIFICATE HOLDER

Nassau County Police Dept.
Acting Commander
Personnel & Accounting Bureau
1450 Franklin Avenue
Mineola NY 11501 USA

ACORD 25 (2010/05)

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May 30, 2013

Tatum Fox Esq.
Legal Bureau
Police Department Nassau County
1490 Franklin Avenue
Minneola NY, 11501

MED3000 Inc. is a subsidiary of McKesson Corporation which is a publicly-held corporation.

Sincerely,

[Signature]
Drew Hurt
CFO
CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (1) 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 Nassau County Police Department, having its principal office at 1490 Franklin Ave., Mineola, NY 11550 (the "Department") and (ii) MED3000, Inc., a Delaware corporation, having its principal office at 1 Blue Hill Plaza, Pearl River, New York 10965 (the "Contractor").

WITNESSETH:

WHEREAS, the County requested proposals from firms, who are able to provide billing and fee collection for ambulance services;

WHEREAS, the County has chosen the Contractor, who is eminently qualified to render the services based upon its background and expertise;

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

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, intending to be legally bound, the parties agree as follows:

1. Term. This Agreement shall commence on February 11, 2013 and shall expire three years thereafter, provided, however, this Agreement shall automatically renew for two additional one-year terms, unless terminated by the County or the Contractor pursuant to the provisions of this Agreement.

2. Services. Generally. The services to be provided by the Contractor under this Agreement shall consist of the recording and transmission of pre-hospital care reports ("PCR"), and billing and fee collection services for the Department's ambulance bureau ("Services"). Such services, set forth below, are further described in the Request for Proposal incorporated herein by reference and attached hereto as Exhibit A and the Contractor's Proposal, as amended by its Best and Final Offer (exclusive of any license agreement), both of which are incorporated herein by reference and attached as Exhibit B. In the event of a conflict or ambiguity between any term of this agreement, above the signature page, and any Exhibit, the Agreement above the signature page, shall take precedent followed by the County's Request for Proposal and then the Contractors Proposal. It is expressly understood that due to the experience, knowledge and capability of Morris Maybruch and Ashley Peters, and so long as they are employed with MED3000, they shall be primarily responsible during the TERM of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder.
(a) Recording and Transmission of Pre-Hospital Care Reports

i. The Contractor shall provide the Department with the technological capabilities for Automated PCR Field Data Entry, which will provide the Department with the ability to collect patient information at the scene of an incident, en route to the hospital and/or while at the hospital. In support thereof the Contractor shall provide the Department with the items specified in Exhibit A, including but not limited to: Forty (40) Panasonic Toughbook CF-19 computers to be used by the Department's ambulance fleet for the electronic entering of information to PCRs. The Contractor shall ensure that each computer is protected by anti-virus and anti-spyware software applications and “Fortes” or comparable software application. The Contractor shall also provide forty-one (41) printers and sufficient quantities of paper to satisfy the volume of work and all other hardware needed to perform all functions in the forty-one (41) vehicle docking, mounting and printing stations; the model of printer shall be determined by the Contractor subject to the Department's approval. Additionally, the Contractor shall provide each of the Department's ambulances with a wireless data communications router (with external antenna) that will (a) provide a high-speed wireless connection to the Internet via a common carrier, such as Verizon or Sprint; and (b) provide a local “WiFi” wireless connection for the laptop being used in each ambulance. This connection will operate at a data rate of 11Mbps (802.11b) with 54Mbps (802.11g) preferred. The Contractor shall utilize Wi-Fi Protected Access (WPA) or WPA2 to secure the system from unauthorized users. All data shall be 128 bit encrypted in addition to the protection provided by WPA or WPA2.

ii. All hardware and software shall be installed by the Contractor and shall be supported and maintained by the Contractor. The Contractor acknowledges that all of the hardware and software provided under this Agreement shall operate as a stand alone system and shall not interface with the County or Department networks in any manner. The maintenance and support services shall be provided for normal wear and tear, component failures, data communication failures or issues and to correct any improper functioning or enhance the functionality with current issuances. In the event that there is a reduction in or loss of functionality or of use, the Contractor shall repair or replace any hardware or software.

iii. All data included in any electronic PCR shall be stored on the Contractor's local server. The Department shall have complete access to all data, at any reasonable time during normal business hours, for the term of this Agreement. Upon termination of the Agreement, unless required by law, all data shall be returned to the Department and the Contractor shall not maintain any data or copies thereof upon termination of this Agreement.

(b) Medical Coding
The Contractor shall perform medical diagnostic coding using sources recognized as industry standards (e.g., current edition of ICD-9-CM Volume 1 -- Tabular List of Diseases and Injuries, ICD-9-CM Volume 2 -- Alphabetical Index of Diseases and Injuries, and the Diagnostic Coding guidelines for Ambulance Services as contained in the Coding Clinic ICD-9-CM Diagnostic and Reporting guidelines for outpatient Services, latest edition, or the new Medical diagnostic codes). Codes will be entered electronically in a manner/format developed by the Contractor and reasonably approved by the Department. The Contractor will then integrate this information into the patient record database. All medical coding shall be supervised by a certified coder.

(c) Billing Services

i. Upon receipt of patient information, the Contractor shall use industry best practice to determine the authenticity of each patient's name and address and to verify whether the patient has provided a release to obtain medical and insurance information so as to facilitate third party payment.

ii. The release of medical and insurance information required for billing may be acquired when the patient care report is generated. The Contractor shall also seek to make arrangements with local area hospitals to obtain the patient address and insurance information. The Contractor shall determine patient eligibility for Medicare, Medicaid, primary and secondary insurance, Commercial insurance, or whether the claim should be billed directly to the patient. If no insurance information is available an invoice shall be forwarded directly to the patient and shall include a request for a medical release and insurance information.

iii. All written and recorded communications between the Contractor and patients, other statement recipients, or representatives of insurance companies shall be subject to the review by and approval of the Department. The Contractor shall adhere to the following billing procedure:

1. Initial Invoice. The Contractor shall issue an initial invoice for payment to the patient or, if applicable, to the insurance carrier within seven (7) days after receipt of the PCR information. The invoice shall include but not be limited to the following information: account number, name and address of the patient, date of the invoice, date of service, description of services rendered, name of the hospital receiving the patient, fees for each service provided, total of the fees listed on the invoice, patient care report number, payment due date, basic information regarding third party reimbursement procedures, telephone numbers and hours for customer service assistance.

The invoice shall include either a separate or perforated return voucher that will include but not be limited to: account number, date of the
invoice, date of the transport, patient information, return address, information (to a County designated lockbox), payment due date, total amount of the bill, patient care report number, credit card type, number and expiration date (if applicable), terms of release of medical records. The reverse side of the statement shall include an area to allow patients to provide address correction, insurance information, and signature if a release signature was not provided with the patient care report. The invoice may also include a bar code line or other means of electronically tracking patient information. Contractor shall include a return envelope pre-printed with the return address.

2. **Second Statement.** The Contractor shall issue a statement thirty (30) days after the initial invoice if the payment or insurance information is not received by the bank lockbox by the printed due date. This statement shall be similar to the original invoice and shall also indicate that it is a second statement and may be disregarded if payment has already been remitted.

3. **Third Statement.** The Contractor shall issue a statement sixty (60) days after the initial invoice if payment or insurance information is not received by the bank lockbox by the second statement due date. This statement will be similar to prior statements, and will note if payment has been made to disregard the statement.

4. **Collection Letter.** The Contractor shall issue a “collection letter” statement ninety (90) days after the initial invoice, this statement shall constitute a warning notice to the patient stating that if the patient fails to pay the amount due to provide insurance information, the account will be forwarded for collection activity. Potential legal remedies may also be indicated on the letter.

5. **Telephone calls.** The Contractor shall place telephone calls to patients and insurance providers regarding account status, if necessary, after initial invoice and follow up statements.

6. **Third party reimbursement.** The Contractor shall use industry best practices to maximize receipt of legitimate third party reimbursements for the Department's services and to assist patients in obtaining such reimbursements with minimum inconvenience.

**Contractor shall at a minimum process the following:**

1. **Medicare claims.** The Contractor shall process all medicare claims as required by medicare law, in effect on date of process, using current common procedural terminology ("CPT") codes for ambulance service and accepted Internal Common Diagnostic
2. Medicaid claims. The Contractor shall process all Medicaid claims as required by New York State Law, using current CPT codes for ambulance service, and accepted ICD-9 codes for ambulance service.

3. Insurance claims. The Contractor shall (a) process all insurance claims (i) using current CPT codes for the ambulance services, and accepted ICD-9 codes for ambulance services upon receipt of notice of the appropriate primary insurance (insurance carriers may include Medicare HMO's or Medicaid HMOs); (ii) using either a statement format or an electronic format; (iii) providing information as required by the insurance company with all applicable supporting documentation, (b) make a determination as to the existence of a secondary insurance carrier, which may be billed for any remaining balances after payment is received from the primary insurance carrier, and, if so, generating an insurance claim to the secondary carrier, including all standard insurance company claim information and acceptable proof of payment from the primary carrier, and (c) bill the patient for any co-payment or deductible due after receipt of payment(s) from the insurance carriers.

4. Refunds. The Contractor shall document overpayments or incorrect payments and forward that information, including copies of the overpayment or incorrect payment, to the Department for the processing of refunds.

5. Accounts not assigned to the Contractor. In the event the Contractor received correspondence, communication or payment relating to a claim that has not been assigned to the contractor, or that has been closed and returned, Contractor shall, at no charge, inform the correspondent to contact the Department and shall notify the Department of the correspondence, communication or payment and forward such, in accordance with the Department's instructions.

6. Returned checks. The Contractor shall follow-up and collect payment for returned checks.

(d) Customer Service via telephone and web site

i. The Contractor shall maintain a multi-line telephone inquiry service to handle patient inquiries. The telephone number shall be toll-free in New York State. At a minimum it is expected the service shall be provided between the hours of 8:00 A.M. to 6:00 P.M. Eastern Time, Monday through Friday, excluding national holidays. Contractor is encouraged to provide additional days and times of services. Answering machines and telephone message services may
be used as a backup during the service window period, provided the inquiry is responded to within one (1) business day, and documented accordingly.

ii. The Contractor shall perform the following functions by telephone:
   1. Process insurance information for patients;
   2. Elicit additional information from patients in order to re-submit claims which resulted in eligibility denials;
   3. Respond to correspondence from patients and payers;
   4. Receive and follow up on denials/requests for medical record documentation where appropriate and authorized; and
   5. Respond to and resolve all patients’ inquiries and complaints regarding the billing and collection of ambulance fees, in a prompt and satisfactory manner.

iii. The Contractor’s employees responding to the Customer Service line must be proficient in English, and be skilled at navigating Contractors database to access patient billing information. Contractor must also be able to provide above services in Spanish.

iv. The Contractor shall maintain a database to document all calls to the inquiry line and shall track all problems, inquiries and resolutions. Contractor shall provide reports describing this database to the Department upon request. An interactive call processor or similar system shall be used to handle concurrent requests to the system for ninety (90) percent or more of all calls. The average delay from the time the call is received by the system to the time the call is answered by Contractor’s representative shall not exceed one minute. The call processor shall provide periodic prompts and messages during the waiting periods, shall provide alternate options for each caller and shall estimate the wait until the caller is connected with a customer service representative.

v. The Contractor shall maintain a secure website exclusively for patient inquiries and service information. This website must enable patients to perform the following functions within the purview of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”):

   1. Query outstanding bills by entering the patient name or the statement number
   2. Pay statements using a secure credit card payment method
   3. Update accounts by entering insurance information, address corrections, or other required information via e-mail.
   4. Contact Contractor using electronic mail (e-mail).

vi. The Contractor shall not make available patients medical history, condition,
diagnostic codes, etc., for viewing via the internet. The Contractor shall coordinate with designated Department personnel to establish links to the websites of the County and the Department.

(c) Computer hardware and software

i. Contractor shall provide the County with Rescue Medie software pursuant to the end user license and maintenance agreements annexed hereto and incorporated herein as exhibit.

ii. Contractor’s information systems shall include the following features:
   1. “Real Time,” interactive information on all transactions, i.e., data will be posted immediately rather than in batches
   2. ability to process partial payments
   3. ability to process payment adjustments such as returned checks and refunds
   4. computer hardware, software, and peripherals to enable the Department to perform the following functions: Locate and view electronically scanned patient care reports (through indexing provided by the Contractor)
   5. Access the Contractor’s information management system for monitoring and auditing purposes
   6. generate pre-design reports from current data in the Contractor’s information management system
   7. generate ad hoc reports and correspondence using the then current lease of Microsoft office suite software
   8. transmit patient care report information electronically to the Contractor from the Department

iii. Access to County data

Access to the County’s data stored in the Contractor’s database, for any purpose, shall be secured through a password-protected log-on procedure. Each user of the database must have a unique user identification (ID) and password. Only those employees of the Contractor specifically assigned to perform billing and debt collections services for County may be allowed access to the database of the Department’s records. Employees of the Department, authorized in writing by the Department shall also be given IDs and passwords that allow authorized inquiry access to Contractors database of patient accounts. The ability to edit database information will also be restricted to individuals designated by the Contractor and the County. Contractor shall notify the County immediately upon discovering any unauthorized access to either the County’s data stored in Contractors database and shall provide the County all relevant available information regarding the unauthorized access. Data may be purged from the live information system and stored on CD-ROM based on age as determined by the Department.
iv. Maintenance of Equipment: The Contractor shall maintain and repair all equipment provided under this Agreement. This equipment including all hardware, software, peripherals and associated service shall, meet or exceed industry standards. Equipment must be maintained and updated with sufficient frequency, subject to annual review, to remain consistent with industry standards and to maximize overall program effectiveness. Equipment shall remain the property of the Contractor. Contractor will be required to coordinate with the data processing units of the County and the Department to ensure appropriate levels of security with existing information technology systems as required. Nothing in this agreement shall prevent the County and the Department from installing additional software onto the computers provided by the Contractor.

(f) General Reporting Requirements

i. Reporting. Contractor shall prepare reports addressing performance under this Agreement in a standard format provided to Contractor by the County. Contractor shall, as requested by the County, aid in the development of these reports. As required by the County, certain reports shall be available in real time via electronic access to Contractor’s information systems. Contractor shall prepare other reports in written format on a routine monthly basis; Contractor shall send a dvd-r copy of any report documentation, forms, payments and zero EOB’s at the request of the Department.

ii. Monitoring. A Department representative will arrange for monitoring of the Services. The monitor will oversee ongoing quality to ensure that the Contractor is meeting the following levels of performance.
   1. all billing information is accurate, complete and reflects the appropriate source of information
   2. all required documentation is completed and submitted properly and in a timely manner
   3. Medicare, Medicaid, private insurance, worker’s compensation insurances, no-fault insurance and patient payments are properly recorded
   4. secondary and follow up invoices and correspondence are issued
   5. additional carriers are located and billed with proof of primary payment

iii. Auditing. The County, or its designee, shall conduct a review and audit of the billing process, collection procedures and practices of the Contractor on an annual basis. The audits shall be conducted to verify that submissions for reimbursement comply with all applicable federal health care program statutes, regulations, program and carrier directives relating to medical necessity determinations and medical diagnostic coding and to identify any and all instances where claims fail to meet these standards. The audits are intended to ensure that the programs are billed appropriately for services rendered. To the
extent that irregularities are uncovered in the course of the review, the nature and cost of the irregularity will be detailed with recommendations for corrective action.

iv. Site inspection. At its sole discretion, the Department reserves the right to conduct an inspection of the Contractor’s work site, its facilities and all personnel involved in contract activity at any time determined by the Department. Any facility used by the Contractor for work must be located within seventy five (75) miles of the Department (1490 Franklin Ave Mineola, NY 11501). If the Contractor intends on moving any facility which does work on the Department’s account, Contractor shall notify the Department at least ninety (90) days prior to the anticipated move.

(g) Contractor Compliance and Quality Control

1. The Contractor and its employees shall abide by and conduct themselves in a manner consistent with the Federal, state and local laws. The Contractor shall establish a comprehensive quality control program, including but not limited to the following:

   1. An inspection system covering all services furnished by the Contractor;

   2. A checklist for use in reviewing and inspecting performance during regularly scheduled or unscheduled inspections. The checklist will include every area of the Contractor’s operation including but not limited to the development and maintenance of the database, backup capability, employee background review, training services, billing services, collection services, reporting services, customer services, and the performance of individuals responsible for conducting such review and inspection; and

   3. A system for identifying and correcting deficiencies in the quality of services.

(h) Confidentiality

i. The Contractor shall maintain in strict confidence all records, information or data that it prepares, receives, possesses or delivers pursuant to this Agreement (“Confidential Information”). All Confidential Information shall become the property of the Department and shall not be published, circulated, shared with third parties, or used in any manner by Contractor or its officers, employees or agents. The Contractor is fully familiar with the PCR’s insofar as they contain Confidential Information protected by HIPAA and other Federal, state and /or local laws and regulations. A breach of this section shall be deemed a material breach of this Agreement for which County shall
terminate this Agreement and exercise any and all remedies available at law and in equity.

ii. Medical records and health data, including but not limited to PCR's, medical necessity determinations, and coded forms, shall be transmitted to and from the Contractor in a secure electronic format.

iii. The Contractor has established and maintains a secure and protected transmission format for such exchanges of information which complies with all requirements and standards promulgated by United States Department of Health and Humans Services, public law and HIPAA. The format and medium of the electronic data transmission shall maintain the confidentiality of all records and conform to the standards promulgated by the United States Department of Health and Human Services, pursuant to the requirements of public law 104-191, the Health Insurance Portability and accountability Act of 1996, or other applicable governing jurisdictions.

iv. The County reserves any and all other rights and remedies in the event of unauthorized disclosure.

3. Payment. (a) Amount of Consideration.

i. The Contractor shall be compensated based upon a percentage of net revenues. Net revenues are defined as the total sum of all monies collected by the Contractor less amounts refunded or credited to a patient or a third party payer as a result of overpayments, Medicaid payments, erroneous payments or returned checks.

ii. The Contractor shall be paid pursuant to the fee schedule detailed in the best and final offer which is affixed hereto as Exhibit B.

iii. These fees shall include all expenses and costs related to billing services, correspondence and standing service, telephone and website inquiry services, database development and maintenance, reporting, training, compliance, auditing and postage. Fees are further deemed to include all labor, material, equipment overhead, expenses, taxes and profit necessary to provide the Services pursuant to the terms and conditions of this Agreement. All fees are capped for the term of the agreement and shall not be subject to increases or markups.

iv. Contractor represents and warrants that the fee schedule herein (Exhibit B) is equal to or less than the fee schedule which are similar in scope and size. If during the term of the agreement, contractor agrees to a fee schedule with any other ambulance service for its services that is lower than the fee schedule herein. Contractor shall reduce the fees charged to county for the remaining term of this agreement in accordance with the lower fee schedule charged to that other entity.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in
arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the “Voucher”) in a form reasonably 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 reasonably satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the “Comptroller”).

(c) **Timing of Payment Claims.** The Contractor shall submit claims no later than 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. The County will use best efforts to pay the Contractor within thirty (30) days after receiving a proper invoice and County claim voucher.

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

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

4. **Independent Contractors.** 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’s 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. **Right to Works and Ownership of Data.**

(a) Upon execution of this Agreement, any reports, document, data, designs, drawings, photographs and / or any other material produced pursuant to the Agreement, and any and all drafts and / or preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) All original records, accounts receivable data and documentation pertaining to said data is, and shall, remain the property of the County, and shall be delivered or returned to the County in such media form as existing on the County system, together with a hard copy, and any other documents necessary to utilize the tape, disk, or media in which the data may be stored. Such material shall be delivered within thirty (30) days of the expiration or termination (for any reason) of the Agreement.
6. **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, contractors, 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.

7. **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 HIPAA*, conflicts of interest, discrimination, a living wage, disclosure of information, and Contractor 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 Appendices EE attached hereto and with the County’s Contractor registration protocol. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

   (i) The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

   (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of the Agreement the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

   (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, 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 or administration of the contract or as required by law. The Contractor’s acknowledge that Contractor’s 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) **Ethical Standards.** Contractor shall use diligent and timely billing and collection efforts. All of teh Contractor’s operations must be performed in accordance with the highest standards of legal ethics. Contractor shall comply strictly with any legal requirements or codes of
conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made. Such requirements will include but will not be limited to compliance with the following:

- New York State Judiciary Law Article 15, § 489
- New York State general Business Law Article 29-i-1, § 600 and 601 New York State Executive Law Article 5, § 63, subdivision 12.

(e) The Contractor shall monitor developments and changes in regulations and circumstances affecting billing and collection services, including changes in rates of Medicare reimbursements and reporting requirements. As soon as practical, Contractor shall communicate any such changes to the Department and adapt procedures as necessary to conform to regulations. Contractor shall periodically recommend administrative, procedural, technical and other improvements that will reflect industry best practices and improve revenue generation, customer service and/or other key areas of performance.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor's 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 reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall dedicate a minimum of thirteen (13) employees to work on the Department's account.

9. 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, under this Agreement, 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 indemnify and hold harmless the Indemnified Parties against any and all Losses arising out of or in connection with any claim for infringement by the Contractor of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphics, charts, methodologies, specifications or printed matter furnished or used by the Contractor in the
performance of this Agreement. The Contractor shall indemnify and hold harmless the Indemnified Parties regardless of whether or not the infringement arises out of compliance with the Services or work. Notwithstanding the foregoing, the Contractor shall have no liability for and third party claim of infringement based on (i) modification of the software to the extend that the modification was made without the Contractor’s consent or (ii) the use of the software in connection with another product or services (the combination of which causes the infringement) if the Contractor did not approve, in writing, of such use.

(c) 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.

(d) The Contractor shall, and shall cause Contractor’s 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.

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

10. **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 and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify. Contractor or Parent Corporation and its affiliates’ use of self-insurance or captive insurance is deemed to satisfy all insurance requirements set forth under this entire Agreement.

(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 subcontractors 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.

11. 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.

12. 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) Notice of Termination by the County. Upon the receipt of a notice of termination of the Agreement by the Contractor pursuant to paragraph (a)(i) above, the Contractor shall not perform work on any new account received on or after the date of such notice and shall return to the County any and all new accounts. Contractor shall continue to work on any remaining accounts submitted by the County, prior to the receipt of the notice of termination for a period of six (6) months from the date of the initial invoice, and shall receive the then current fee for net revenue collected. Any and all accounts collected or uncollected, shall be returned to the County six (6) months from the date of original invoice for each patient account. No accounts shall be in Contractor’s possession more than five (5) months after date of termination.

(c) By the Contractor. (i) This Agreement may be terminated by the Contractor upon notice to the County at least one hundred eighty (180) days prior to the end of the current contract term. Contractor must continue to provide all services up to, and including the termination date including billing on all accounts received via transmitted patient care reports. (ii) In the event of termination in whole or in part by the Contractor, the County may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the County.
Contractor shall continue to perform under this Agreement to the extent it is not terminated and will be liable to the County for excess costs incurred in procuring similar goods or services.

(d) Termination under this subsection shall be effected by the Contractor delivering to the Commissioner or other Department head ("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.

(e) Contractors 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. Further to the foregoing, the County, at its sole option, may choose to extend this Agreement, in whole or in part, for an additional ninety (90) days beyond the end of the then current contract term to minimize service disruption during transition. The provisions of this subsection shall survive the termination of this Agreement.

13. 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.

14. 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 Contractors shall allege that the above-described actions and inactions preceded the Contractors’ 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.

15. **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.

16. **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.

17. **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) 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 Contractors 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.

18. **All Legal Provisions Deemed Included; Severability; Preemptory.** (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.

19. **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.

20. **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.

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

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

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

(b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
IN WITNESS WHEREOF, Contractor and the County have executed this Agreement as of the date first above written.

MEDJ000, INC.

By: [Signature]
Name: DREW HURST
Title: CEO
Date: 6/20/13

NASSAU COUNTY.

By: [Signature]
Name: [Signature]
Title: Deputy County Executive
Date: 7/12/13

PLEASE EXECUTE IN BLUE INK
(PENNSYLVANIA)
STATE OF NEW YORK)
ALLEGHENY JSS.:)
COUNTY OF NASSAU)

On the 28th day of May, in the year 2013 before me personally came
Drew Hurt, a person of known, who, being by me duly sworn, did depose and
say that he or she resides in the County of Allegheny, that he or she is the
Chief Financial Officer of Medco Health Care Inc., the corporation described herein and
which executed the above instrument; and that he or she signed his or her name thereto by authority
of the board of directors of said corporation.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Katherine M. Himmels, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires June 13, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

On the 12th day of November, in the year 2013 before me personally came.
Timothy Sulivan, a person of 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

JOSEPH DEVITO
Notary Public, State of New York
No. 01DE4736393
Qualified in Nassau County
Commission Expires July 31, 2017

20 of 27 5/20/2013
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 antidiscrimination 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitation 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:

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.

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. 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.

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.

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.

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.

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 (i) 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:

The chief executive officer of the Contractor is:

PATRICK HAMPSHIRE (Name)

650 ANDERSEN DR. FORTER PLAZA 10 PITTSPURGH PA 15219 (Address)

412-937-8888 (Telephone Number)

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.

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

26 of 27

5/20/2013
In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has \(\checkmark\) 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:

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.

\[5/28/13\]
Dated

\[\text{Signature of Chief Executive Officer}\]
FINANCIAL

\[\text{DREW HURT}\]
Name of Chief Executive Officer
FINANCIAL

Sworn to before me this
\[28\text{th} \text{day of May} \, 2013\]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katharine M. Hennich, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires June 13, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Details of requirements for Billing Vendor for
NCPD Emergency Ambulance Bureau

RFP# PD1005-1236, October 2012

The vendor will subcontract with a supplier of an electronic PCR (EPCR) program of the Bureau’s choosing. The EPCR program will provide the following...

The vendor will supply forty (40) laptop computers with integrated冽cards for use in the field to generate electronic PCRs. These will be used in all ambulances and supervisory vehicles. The vendor will provide for the potential additional laptop computers, up to a total of 48, to allow for expansion or creation of new ambulance posts. The specifications of the laptop computers will be determined by the Bureau.

Vendor will provide forty (40) wiring kits for hardwiring battery chargers to the vehicles. The vendor will provide for the potential of additional wiring kits, up to a total of 48, to allow for expansion or addition of ambulances.

Vendor will provide twelve (12) portable DC adapters for portable charging in vehicles.

Vendor will provide for replacement of field laptop computers, beginning at the 2 year in-service mark. At that time, field laptops with 2 years of service time will be replaced with new versions. The specifications of the field laptop computers will be determined by the Bureau.

The vendor will supply cell service for all laptops. Choice of cell provider(s) will be at the discretion of the Bureau, as dictated by local coverage areas.

Vendor will supply a stock of twelve (12) replacement batteries for field laptops for rotation and maintenance.

Vendor will provide three (3) battery chargers — each with a 3 battery capacity.

Vendor will provide paid subscription to current EPCR vendor — currently Emergidata’s “RescueMedic” program.

Vendor will provide paid subscriptions to all necessary data storage programs to Emergidata, Log Me In, and MedMedia’s “Webcour”.

Vendor will provide paid subscriptions to all necessary anti-virus programs, necessary spyware programs, Fortres, etc. as determined by the Bureau.

Vendor will supply paid subscription and necessary support/hardware and supplies for Lightpath internet for EAB Billing Office.
Vendor will supply four (4) laptop computers, of the Bureau's specifications, with airboards and associated software/subscriptions for use by EAB Billing Tech Support Team. Vendor will provide up to 2 additional laptop computers, as needed, in the event of expansion of the Bureau's Tech Support Team.

Vendor will provide for replacement of same, at the Bureau's discretion, after two (2) years.

Vendor will supply and support three (3) desktop computers and associated software and hardware of EAB's specifications for administrative use by EAB Billing Office. Associated hardware will include, but not be limited to, 2 high speed scanners and 2 high speed printers. Specifications will be determined by the Bureau.

Vendor will provide for replacement of same, at the Bureau's discretion, after two (2) years.

Vendor will provide, at no expense to the Bureau, training for the EAB Billing Office Tech Support Team – up to 6 people – in appropriate applications such as Networking, Windows, MS, etc.

Vendor will provide and maintain one (1) industrial capacity document shredder, specifications to be determined by the Bureau.

Vendor will provide for an open account with Panasonic, Inc. for replacement items for field computers – styluses, batteries, straps, etc.

Vendor will provide for in-house supply of parts and sundry items for repair and maintenance of field laptops.

Vendor will provide an open credit card account, with a pre-set monthly dollar amount, for use of said parts and supplies.

Vendor maintain an open warranty and repair/replacement contract with computer manufacturer(s) for necessary repairs and/or replacement of computers that cannot be performed-house.

Vendor supply and maintain one (1) high speed printer of the Bureau's choosing for use in C emergency room patient receiving area.

All listed reflect minimum requirements for daily operating of the Bureau's Billing and Electronic PCR program. All specifications are subject to revision at the B discretion prior to actual implementation of contract.
From: Maybruch, Morris <Morris_Maybruch@mec3000.com>
Sent: Friday, February 01, 2013 10:58 AM
To: Comiskey, Tara; Fox, Tatum
Subject: MED3000 Best & Final Offer

As per our discussion yesterday, MED3000 is making our Best & Final Offer to reduce our charge rate to 8.75% of collections. We look forward to continuing our service to the Emergency Ambulance Bureau of the Police Department of Nassau County. Please let me know if you need anything else.

Best regards,

Morris Maybruch  |  Vice President EMS
MED3000, Inc.  |  Outcomes Matter
1 Blue Hill Plaza | PO Box 1542 | Pearl River, New York 10965
OFFICE 845-368-4800 ext 8134 | FAX 845-920-0480
morris_maybruch@mec3000.com  |  www.mec3000.com

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Response to Request for RFP# PD1005-1236
Nassau County, New York

Ambulance Billing Services for the
Nassau County Police Department

MED3000, Inc.
1 Blue Hill Plaza
PO Box 1542
Pearl River, NY 10965

Morris Maybruch; EMS Vice President
(845) 368-4800
December 28, 2012
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- MED3000 Fairfax County CMS Audit Press Release
December 28, 2012

Detective Sergeant Tara Comiskey
Community Affairs
Nassau County Police Department
1490 Franklin Avenue
Mineola, New York 11501

Dear Detective Sergeant Comiskey and Members of Nassau County Police Department's Ambulance Billing Services Selection Committee:

MED3000 is pleased to submit our proposal in response to RFP# PD1006-1236 Ambulance Billing Services for the Nassau County Police Department. Please accept our proposal. We provide our recommendations for you and our best ideas about continuing our relationship with you. Our Fire/EMS client base of over 150 accounts generates over 500,000 annual ambulance transport billables, making MED3000 one of the leading EMS revenue recovery companies in America.

This proposal is a firm offer and will remain so for at least 180 days from its due date. MED3000 understands in full all requirements of your RFP, and our response specifically meets your requirements. We will comply with all provisions set forth in this response to the RFP. All persons, companies, and parties associated with this proposal are named in this proposal. Our EIN is 23-2839547.

MED3000, Inc., a Delaware Corporation, has over twenty years of EMS billing and medical billing experience with over ten years of experience with Nassau County. MED3000 is headquartered in Pittsburgh, PA, with seventeen regional offices in twelve states, including our EMS office in Pearl River, NY and West Lawn, PA.

We specialize in ambulance billing, municipality cost recovery, and medical revenue management. With over 2,100 employees and nearly $150 million in annual revenue, MED3000 possesses both the trained personnel and expertise required to continue all aspects of EMS billing and claims management for Nassau County.

You can continue to expect the highest level of service and excellent billing results from MED3000. We welcome the opportunity to provide you with additional information in an oral interview with our experienced team. The following MED3000 executives are authorized to negotiate on our behalf: Pat Hampson, Robert Gallo, Glenn Goodpaster and me. Please contact me if you need further information or to schedule a time for oral presentations: 845-388-4800 or morris_maybruch@MED3000.com. I look forward to hearing from you.

Respectfully submitted,

Morris Maybruch
Vice President EMS
845-388-4800

1 BLUE HILL PLAZA / PO BOX 1542 / PEARL RIVER, NY 10962
PHONE 845-388-4800 EXT 8134 / FAX 845-920-0480 / WWW.MED3000.COM
Tab 1: Cost Proposal Form

We have included a completed and signed copy of Appendix A in the Appendix of this Response. Below is MED3000’s Cost Proposal for the continuation of comprehensive billing services, electronic patient reporting (ePCR), and field hardware solutions for Nassau County as specified in this Response.

Cost Proposal

For Nassau County, MED3000 will offer pricing for all billing services and all other services related to billing detailed in this Response as follows:

For all EMS transports, MED3000 will provide all-inclusive services as outlined in this Response, RescueMedic ePCR software, and all hardware replacement detailed in this Response for 7% of net cash receipts for the duration of any Agreement between Nassau County and MED3000.

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Tab 2: Proposed Approach to Scope of Work

We have included a completed and signed copy of Appendix B in the Appendix of this Response. Following is a complete description of MED3000’s approach to EMS billing which includes:

- Staffing
- Ambulance Billing Experience
- Prior Experience with Public Sector Clients of Size and Scope Similar to that of Nassau County
- Detailed Cover Letter
- EMS Billing Project Methodology

MED3000 Staffing

MED3000’s Executive Staff in our Fire/EMS Division has a unique composition to the billing industry: our leadership team includes CPAs and proven Fire/EMS leaders. The revenue and compliance strategies developed by our CPA tandem of Morris Maybruch and Glenn Goodpaster as well as substantial Fire/EMS experience from Pat Griffin and Ashley Peters have enabled our clients to rise to new levels of customer satisfaction and revenue.

PATRICK HAMPSON, MED3000’s founder and President/CEO, has provided stability and vision in building a successful healthcare management and technology company in an era of practice management company failures. Pat’s personal commitment to excellent customer service and to MED3000’s employees has resulted in a strong culture and a profitable enterprise. Pat was previously on the Board of Medic Computer Systems (now Mays) and MedUnite. He now serves on the Boards of MED3000, A4 Health Systems, Pittsburgh Eye Foundation, and the MED3000 Foundation. Pat is an alumnus of Ohio Northern University.

HILLARY HARLAN, J.D., R.N., Chief Compliance and Ethics Officer for MED3000, has experience working with physician practices, hospital systems, and long-term care facilities. Prior to joining MED3000, she served as Director of Compliance and Legal Services for Preferred Care Partners Management Group, LLP, where she filled the roles of Corporate Compliance Officer and HIPAA Privacy Officer and was responsible for licensure, regulatory, and risk management activities. Hillary earned a Bachelor of Arts degree from Southern Methodist University and her Bachelor of Science degree in Nursing and her Doctor of Jurisprudence degree from Texas Tech University. Hillary is responsible for the oversight of the company’s corporate compliance and ethics program, with the goal of making MED3000 the standard for excellence in compliance.

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ROBERT GALLO, Esq., Executive Vice President and General Counsel for MED3000, has a considerable background in corporate legal work. Bob had provided outside legal counsel to MED3000 for over the past seven years and now represents the company’s legal affairs in-house. While practicing at a large firm in Pittsburgh, he focused on corporate finance transactions, public and private company mergers and acquisitions, private equity transactions, venture capital finances, private placements of equity securities, federal and state securities law compliance, and equity incentive arrangements. Bob is a 1982 graduate of John Carroll University, where he obtained a B.S.B.A. in Accounting. In 1996, he graduated cum laude from Duquesne University Law School of Pittsburgh where he served as Managing Editor of Law Review. That same year, he earned an M.B.A. from Duquesne University School of Business.

STEVE URA, Chief Technology Officer and Senior Vice President, oversees the information systems strategy and infrastructure for MED3000’s IT operations, as well as the R&D of MED3000’s M3/IQ™ data warehouse and reporting technology. In addition, he directs the privacy and security initiatives related to all of the company’s information systems and networks. Steve has 30 years of healthcare information systems and software development experience, including an extensive background in commercial software development from product definition through design, coding, implementation, installation, and support. Steve founded a healthcare-focused software development and consulting firm which was subsequently purchased by a healthcare software company in Houston, Texas. After seven years in Texas, Steve joined A2 Health Systems in Cary, North Carolina, to refocus the company on the development and delivery of clinical software products. He is known for his role in the development of the products known today as HealthMatics ED, EHR and Nterprise. Steve also served as Vice President of Development for the HealthMatics product line for Allscripts. In this role, he led the Product Management, Software Development, and Quality Assurance teams for HealthMatics.

GLENN GOODPASTER, CPA, Senior Vice President of EMS, is responsible for the overall development of business strategies with EMS and MVA operations for MED3000. Glenn has served on the Board of Directors for a surgery center located in Cincinnati, OH. Prior to joining MED3000, Glenn was a professional management firm, Glenn has a B.S.B.A from the University of Cincinnati and received his CPA in 1985.

MORRIS MAYBRUCH, CPA, EMS Vice President, has over 20 years of experience in healthcare, including expertise in finance, administration, billing, and collections. Prior to joining MED3000, Morris was president of MedBill.com and managing partner of MedBill Maybruch & Weingard, a certified public accounting firm in New York. Morris managed a large clientele of healthcare clients from 1986 through 1993 when he departed to form Shoreline Medical Billing Systems, Inc. (the predecessor firm to MedBill.com). Shoreline was one of the first companies to provide ambulance billing and collection services in New York State. He earned a B.S. in

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Accounting and Business Administration as well as an M.B.A. from Long Island University. He is a member of the American and New York Institutes of Certified Public Accountants, a Certified Healthcare Consultant, a member of the National Association of Healthcare Consultants.

PAT GRIFFEN, MED3000 EMS Manager, has been supervising ambulance billing services since 1990. Pat is a Certified Professional Coder and is responsible for maintaining the coding integrity of all claims processed. She has managed multiple implementations successfully with seamless transition resulting in an ongoing revenue stream for municipalities. In addition to the overall management of the ambulance billing process, Pat is also the onsite compliance individual ensuring that all federal, state and local rules and regulations are strictly adhered to.

ASHLEY PETERS, Supervisor PDCN Ambulance Account, manages and supervises staff and all aspects of the billing process with maximum efficiency as well as emphasis on maximizing revenue reimbursement. Ashley has also played an important role to help increase reimbursements each year and is instrumental in negotiating with insurance carriers to attain full reimbursement of charge rates. Finally, Ashley works to insure that everyone is compliant with all governmental rules and regulations.

JAIMIE BUCHEL, Account Supervisor/Team Leader, manages and reviews the Nassau team’s workload, charge entry, payment-posting, insurance and patient follow-up, electronic billing, and insurance appeals for maximum payment.

**Ambulance Billing Experience**

Currently, MED3000 provides Ambulance Billing Services for nearly 150 clients located in 10 states. Those 150 clients represent over 500,000 annual ambulance transports making MED3000 one of the largest companies in the United States providing ambulance billing services.

**Prior Experience with Public Sector Clients**

99% of our current client portfolio of 148 clients is comprised of public sector clients; our client base ranges in transports from fire/EMS departments that transport as few as 500 patients annually to large departments such as Nassau County, the City of Columbus, and Fairfax County that annually transport as many as 55,000 patients.

Needless to say, our experience with public sector clients is extensive, exceeding the experience of virtually every other company providing ambulance billing services in America.

**Cover Letter**

We have provided a Cover Letter for your review; this letter is located at the beginning of this Response immediately preceding Tab 1.
Overview of MED3000/Nassau Project Methodology

Financial and Technical Prowess

In 2011, MED3000 had gross revenues in excess of $160 million. Additionally, we possess extensive experience as well as superior technical resources in the area of electronic integration with EMS ePCR companies. Presently, we use electronic interfaces with leading EMS ePCR companies such as ImageTrend, Open SafetyPAD, ESO, Emergdata, ZOLL RescueNet, and Firehouse Software.

Our Pursuit of Excellence: If you select us as the successful vendor, our management philosophy and program management with you will be the same as it always has been in Nassau County, a consistent pursuit of excellence. As agents of the customer, we pursue excellence in each and everything we do. Our continual pursuit of excellence results in positive outcomes for our clients including maximized revenues.

We do not settle for mediocrity; lives are on the line with EMS providers, and we know that giving our best in each and everything we do provides more dollars for EMS. More dollars translates into better services provided; better services provided helps to save lives.

Some companies do not share this philosophy, but, at MED3000, we believe a consistent pursuit of excellence helps EMS providers such as you save lives.

A Personal Touch: Secondly, we offer a personal touch at a level above and beyond our competition. Oversight of your program will be directed by Morris Meybruch, whom you know well and trust. Morris will continue to deliver personal, uninterrupted, and effective customer service to you at a level unmatched by our competition.

Nassau County as a Showplace: Nassau County already is "A Shining Star" in our EMS Division. You are far more than another line on a spreadsheet as might happen with some of our competition. In fact, we are extremely proud of the partnership we have enjoyed with you for the preceding ten years.

We have accomplished much to be proud of with you, and it sets us apart from the competition:

- Our entire staff (including managers and supervisors) are highly trained Certified Professional Coders, many of whom have worked with us for over twenty years. They have expertise in reviewing and assigning accurate medical codes for procedures, diagnoses, and they have a sound knowledge of medical coding regulations including compliance and medical necessity requirements.

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We are aggressive in our follow-up with insurance companies and patient balances and make multiple calls to patients inquiring about insurance information as well as any outstanding balances.

Our staff appeals denials, re-appeals denials, and then arbitrates all claims until they are paid in full.

MED3000 files claims with the State Insurance Dept. if insurance companies continuously fail to pay the claims in full.

We have registered with Fair Health Inc. (an agency that determines that charge rates are reasonable and customary) and have used these findings to set maximum rates in the NY Metro region.

These findings have resulted in establishing defendable positions in arbitration and State Insurance Dept. hearings.

We have never been cited by any governmental agencies for any reason unlike many of our competitors.

Last, but not least, your ambulance billing programs has achieved unparalleled financial success in partnership with us at MED3000.

When we took over your program in 2002, you were averaging $188 per transport; today, that number has risen to approximately $625 per transport. How significant is $625 per transport?

Nassau County's current revenue of $625 per transport places it in the top 5% of all Mid-Atlantic 911 providers and is a full $175 higher per transport than any other community in the Greater New York area providing billing for ambulance transports.

In conclusion, by continuing the very best in customer service, compliance, and financial returns, we know that in our partnership with you, Nassau County is poised for continued excellence in its ambulance billing program.

**Transparency in Everything We Do:** By transparency, we pledge to continue our proprietary system designed exclusively for you whereby internal audits (of varying degrees and frequency) are performed on billing functions with the results forwarded to you for review. We have always opened up our processes to you so that nothing is hidden from you.

Trust is everything in a relationship, personal or business. We want your trust, but realize that trust isn't assigned; trust is earned. Transparency fosters trust.

At MED3000, we bridge the gap between operational knowledge and technology so that EMS providers can deliver the highest levels of operational and financial performance to their

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communities and clients. Our comprehensive package of client services and programs including EMS billing and revenue management, data warehousing tools, comprehensive practice management, consulting services, operational oversight, and clinical performance measures are all outlined in this Response.

We have a clear focus on partnering with EMS service providers. Our substantial fire and EMS experience allows us to excel at providing quality training programs for our clients that include billing program education, documentation training, administrative training, HIPAA and privacy, security training and, as needed, public relations and education programs.

We work closely with our clients to establish charge rates that maximize collections from health insurance carriers. We have even negotiated contract rates with insurance carriers on behalf of our clients. We are sensitive to the government healthcare provider such as Nassau County and recognize your unique relationship to each citizen.

Finally, we will continue to manage your billing operation within proper accounting standards so that there is never a risk or question related to insurance or financial auditing and/or program accountability.
Tab 3: Certification Form

We have included a completed and signed copy of Appendix C in the Appendix of this Response.
Tab 4: Principal Questionnaire

We have included four (4) copies of Appendix D in the Appendix of this Response. Each copy is distinct; four eligible parties as defined in Appendix 4 have been listed.
Tab 5: Living Wage Certificate of Compliance

We have included a completed and signed copy of Appendix F in the Appendix of this Response.
Tab 6: Exceptions to the RFP Requirements

MED3000 takes no exceptions to this RFP.
Tab 7: Additional Information

MED3000 Qualifications and Experience

MED3000, Inc. provides EMS and Motor Vehicle Accident (MVA) revenue recovery services to over 150 EMS and MVA clients in over ten states. Processing over 500,000 annual billables, MED3000 possesses the expert personnel and EMS revenue recovery experience required to maximize EMS revenue recovery for you.

Since our founding in 1995, MED3000 has grown to become a national provider of healthcare management and technology services, with over 2,100 employees in 13 states.

In just four short years, the bottom line of our entire EMS client portfolio has increased by more than $35 per transport. Our EMS division is one of the leading providers of EMS revenue recovery services in America and consistently returns the highest revenue per transport of any company providing EMS revenue recovery services across America.

Finally, our financial "horsepower" is unmatched. MED3000 was recently acquired by McKesson; McKesson achieved $112B in sales in 2011 and is currently ranked #14 in the Fortune 500.

MED3000 Successes

In today's tough financial climate, every community across America that manages ambulance billing is constantly looking at ways to maximize revenues. As a partner with many such communities, we are privileged, on a constant basis, to experience many financial "success stories" with our clients. Earlier in this Response, we highlighted the substantial financial success that you have achieved in Nassau County. Following is another example of financial success: our partnership with Fairfax County, Virginia.

In late 2009, Fairfax County decided to put its EMS billing program up for competitive bid. After a national competitive bid process was initiated and concluded in early 2010, Fairfax County selected MED3000 over two other large national EMS billing companies, to provide comprehensive EMS billing services beginning on July 1, 2010.

In FY08 and FY09 combined, the total income Fairfax County realized from EMS billing averaged $265 per transport. In the twelve months ending March 2012, Fairfax County's average revenue per transport from EMS transports was $349; an increase of over 20% compared to FY08/09.

By any measurement, Fairfax County and MED3000 have been extremely successful.
Another MED3000 success story is the City of Hampton, Virginia. In September of 2010, the City of Hampton contracted with MED3000 to manage its EMS billing program.

Our revenue history in Hampton has outperformed our success in Fairfax County. In calendar year 2009, the City of Hampton generated $197 per transport. Contrast those results with these: In the twelve months ending March 2012, the City of Hampton averaged $258 per transport, an increase of 31% compared to 2009.

Furthermore, we have had similar results in other jurisdictions such as Arlington County, Virginia. Before MED3000, Arlington County averaged $248 per transport; in calendar year 2011, the County generated $331 per transport (+33%). The table below illustrates our success in dollars per transport:

![Graph showing revenue comparison between Fairfax County, Hampton, Arlington County, and Nassau County before and after MED3000](image)

Our success to date in Fairfax County, the City of Hampton, Arlington County, and particularly with you in Nassau County has not been accidental. It is the result of hard work, innovative proprietary methods, on-site supervision, and the excellent team concept MED3000 has developed with our clients.

Furthermore, we offer a wide variety of billing and customer service tools for our customers. Those tools include:

- Acyness Intelligent Document Solutions to produce and mail all patient statements as well as to provide online patient access to update insurance information and to make payments on account balances
- Documentation/compliance procedures
Substantial experience with establishing "electronic relationships" with hospitals
Bank lockbox experience with numerous banks and financial institutions across America

MED3000 Project Approach

Management Philosophy

MED3000 values its people as one of the greatest assets of our company:

- We continually strive for excellence in each and everything we do.
- We do not tolerate dishonesty.
- We demand accountability in our organization.
- When we make a mistake, we take full responsibility for that mistake and do everything we can do make sure that mistake is not repeated.
- We believe in positive reinforcement; when an employee achieves something special, he or she is rewarded.
- We believe employees work best when they report to supervisors and these supervisors report to their immediate superiors. When all work closely this way, we keep communication open and our clients' best interests first.
- We provide our employees with the best possible tools in order to allow them to succeed.
- We believe that training is the key to prevent recurring mistakes; we provide training opportunities for our employees as well as our client base.
- We view each and every MED3000 employee as extensions of our clients; when our personnel interact with your customers, we become an extension of your department.

Benchmarking

MED3000 organizes its EMS revenue recovery workforce with team supervisors working with billing specialists who manage all aspects of the clients they serve: call charge/bill, health insurance acquisition, posting, and accounts receivable follow-up.

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Each billing team is assigned a block of MED3000 clients, and, within each team, specialists provide their expertise to each client assigned to their team. For example, supervisor Ashley Peters's team has billing specialists assigned to posting. Each specialist provides posting for all of Ashley's clients.

The team concept works well. Our Operations Director assigns charge and revenue benchmarks for each team. Each team supervisor is responsible for managing all aspects of her team in order to meet benchmark goals established by the Director. If these goals are met, each team is rewarded; if they do not, an analysis is made and problems are corrected if found.

Benchmark numbers are reviewed each week with a tighter analysis at the end of each month. Based on the outcome of an analysis, changes or modifications are made as needed.

Finally, the team concept sets up internal "competitions"; we provide proprietary rewards periodically for team successes.

Quality Assurance

Our team concept with corresponding benchmark controls is designed to improve team efficiency. We also work with clients such as you to improve efficiency by conducting quarterly reviews. At the end of each quarter, we produce a quarterly report for each client.

Each quarterly report identifies key components of a client's billing process: total charges, total dollars billed, transports, payor mix, etc.

Each client is mailed a quarterly report; once you receive your report and have time to look it over, Morris will schedule a time to meet personally with you to review your quarterly report results.

Customer Service

We are very aware of the customer service expectations you have with your citizens and will represent you and your citizens in a very sensitive, respectful way. Any inquiries that question patient care will be forwarded to County members for review.

We employ toll free telephone services for all customer service representatives. Customer service representatives will be available Monday through Friday (excluding holidays) from 8 a.m. Eastern to 5:00 p.m. Eastern to answer any incoming customer service inquiries. Based on input from you, we have the flexibility to extend those customer service hours if needed.

Additionally, all of our executive staff employees can be accessed virtually 24/7 by any of your key administrative personnel to respond to any issues or inquiries.
Keys to Success

With annual billing in excess of 350 million dollars, we very much understand what it takes to be financially successful in the EMS revenue recovery industry.

Following are 7 "Keys to Success" that we will strongly work with you to implement and/or improve:

- Proper Documentation
- Charge Rates
- Signatures
- Technology
- Training
- Management of Accounts Receivable
- Compliance

**Proper Documentation**

Proper documentation of patient treatment and patient demographic information is a significant factor in order for you to realize maximum reimbursements from EMS revenue recovery.

Our coding personnel apply stringent Medicare rules and regulations in determining whether or not a call is coded BLS, ALS, or ALS2.

**Charge Rates**

We will continue to provide to you charge rate guidance and recommend to you any needed charge rate changes to give you the chance to capture maximum available revenue from the insurance providers.

Typically, we recommend charge rates be established that blend the Usual, Reasonable, and Customary charges as established by Medicare for the specific geographic region with the actual cost of providing the emergency medical service response.

Communities can estimate the actual cost of providing EMS services by considering budget allocations and the total number of emergency responses for services that EMS agencies respond to. It is not uncommon for these costs to range from $1,200 to $1,500.
Medicare and Medicaid obviously will pay their allowable rate for services provided; nothing more. Private Insurance providers will pay based on the individual policy provision which may be as much as 100% of the charge. We have been very successful in capturing the maximum revenue possible from a multitude of insurance providers while at the same time taking a very passive approach to resident collections for revenue recovery. This combination establishes a system that is very sensitive to all tax paying residents.

Signatures

One of the key components for a successful EMS revenue recovery program is signature capture. Signature capture is comprised of two key elements:

- HIPAA privacy right notification signature
- Assignment of Benefits release signature

**HIPAA Privacy Right Notification Signature**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a comprehensive federal law that regulates many aspects of personal and private health information. Many areas of HIPAA deal with health information outside the scope of public and private EMS; however, HIPAA does address and regulate several areas of EMS information security, maintenance, and transfer including proper notification of patient privacy rights.

Under HIPAA, each transported patient is required to be notified of his or her privacy rights under HIPAA and to sign a release that such notification has been presented to the patient.

We will provide you with HIPAA signature release language combined with assignment of benefits release information. We combine language that requires only one signature to satisfy both HIPAA and assignment of benefits signature requirements.

**Assignment of Benefits Release Signature**

An assignment of benefits release signature is an absolute requirement of all federal health insurance providers such as Medicare, Champus, and Railroad Medicare. Some minor and some major regional private insurance carriers such as Anthem, United Healthcare, Oxford, and Astra require an assignment of benefits signature for payment.

We will send a signature release letter to each patient who fails to provide an assignment of benefits signature. It is extremely important for your EMS providers to attempt to capture a patient assignment of benefits release signature in the field. In the case of patients who are not physically or mentally able to sign a signature release, Medicare law
allows for field providers to sign in lieu of the patient along with an acknowledgement signature from the receiving hospital.

Either way, signatures are a must and the overall success of an EMS revenue recovery program can be greatly enhanced by proper signature capture.

Training

We are very effective in our client training programs. As a component of our service, we will continue to make available to you a training program that provides all patient care providers with the most up to date information on all components of your billing program and the key items necessary for success.

We use experienced EMS professionals who have been a part of successful EMS revenue recovery programs provide our field training. Our trainers also understand the financial challenges in providing a high quality EMS system. Our training program ties together today's financial challenges with the basic fundamentals of EMS revenue recovery to provide each attendee with a clear picture of how excellence in EMS revenue recovery can lead to higher revenues.

Technology

We are committed to providing state-of-the-art electronic interfaces for each of our clients. At MED3000 EMS, we have a staff of ten employees who comprise our Information Technology (IT) team. This team of professionals takes the lead in providing interface bridges to our clients' EMS application software programs as well as interfaces that enable us to receive patient demographic and health insurance information from numerous individual hospitals and hospital systems.

Currently, we have interfaces for many ePCR platforms. Should we be selected, it will be easy for us to continue our current relationship with you and RescueMedic or another ePCR platform should you desire to change.

Furthermore, and perhaps most importantly, we will work with you to improve constantly our current methodologies in obtaining patient health insurance information from your current transport hospitals.

Management of Accounts Receivable

EMS revenue maximization for you requires aggressive and disciplined AR management. To that end, we have devised our SureReview process for AR management. SureReview ensures each and every insurance due balance is worked on a 45 day cycle. This revolutionary process eliminates standard aging reports used by other billing vendors.
SureReview catches claims before they age with an insurance company, resulting in increased insurance payments for our clients.

We are fully confident that close cooperation between our staff and you will result in maximizing EMS revenue recovery revenues.

Compliance

Honesty, integrity, and transparency are of the utmost importance to all facets of MED3000's business operations and executive leadership. We have adopted and implemented, with full senior executive leadership support, MED3000's Compliance Program which serves as a valuable asset in complying with all applicable laws and regulations while continuously building a strong ethical culture.

The MED3000 Code of Conduct is a key document of our Compliance Program, providing guidance to MED3000 employees, contractors, and vendors as to appropriate professional and personal conduct required while carrying out daily activities. The Code of Conduct exceeds HIPAA and CMS requirements by:

- Clearly communicating our commitment to our policies and procedures, regulations, professional standards, ethical business practices, and workplace standards;
- Clearly conveying a message to all MED3000 colleagues their responsibility for maintaining full compliance with laws and regulations as well as the expectations that they act and represent MED3000 with the highest ethical standards;
- Informs all of our employees about their responsibilities in making MED3000 a successful organization;

Hillary Harlan is Chief Compliance and Ethics Officer. An attorney as well as a registered nurse, Ms. Harlan previously served as Director of Compliance and Legal Services for Preferred Care Partners Management Group, LP. She is responsible for overseeing MED3000's corporate compliance and ethics program as well as overseeing MED3000's operating units. Recognizing the importance of expertise in compliance leadership, MED3000 believes a COO with direct healthcare experience, a law degree, and significant compliance experience provides appropriate leadership for our organization and clients.

As a foundation for our ethical and compliant business practices, MED3000 has several adopted and fully implemented policies; they are as follows:

- MED3000 HIPAA Policies and Procedures
- MED3000 Compliance Plan
- MED3000 Code of Conduct
- MED3000 Identity Theft (“Red Flag”) Program
• Non-Employment of Sanctioned Individuals Policy
• Non-Retaliation Policy

Operation of Electronic Billing

The M3/EMS interface engine allows our billing staff to measure more effectively and manage the data being received from hospitals. Measuring is always a prerequisite of managing and no other billing vendor doing business across America manages and reports on results so accurately.

Client PCRs are electronically (and by paper when required) received in our office, coded by our staff, entered into our system, and then automatically matched with the demographic/insurance data to create an insurance claim. Insurance claims are generated on a daily basis and forwarded to insurance companies electronically in the vast majority of cases.

When no insurance is identified, billing associates automatically check for Medicaid eligibility on behalf of the CLIENTNAME. If no insurance is identified, the patient will receive either a Request for Information (RFI) letter or a balance due invoice as specified by the client. Incomplete mailing addresses are programmatically forwarded to Account (the largest and most complete skip trace data base available). Updated addresses are automatically updated in the system and the patient communications process is initiated, as illustrated below:
We will provide, throughout the contract period, experienced industry professionals to work side-by-side with you to monitor continually all facets of its billing program. Finally, we will continue to manage your billing operation within proper accounting standards so that there is never a risk or question related to insurance or financial auditing and/or program accountability.

**Billing Process Synopsis**

Should you continue to contract with us, your billing process will flow as it always has:

First of all, the entire process begins with patient treatment and demographic information that is captured by EMS personnel in the field. On each response and transport, your EMS personnel typically gather dozens of data points and enter that information as well as narrative documentation into an electronic patient care report (PCR) in RescueMedic.

Once a PCR is stored within RescueMedic, your EMS personnel will then upload that record with hundreds of others into a safe and secure MED3000 File Transfer Protocol (FTP) site.

After those files have been stored in our FTP, billing information is then entered electronically into our Medical Manager billing platform. Once entered into Medical Manager, each claim is tagged with a unique Medical Manager identifier and then coded. Assuming no patient treatment and/or demographic information is missing, the record is charged into Medical Manager and awaits health insurance information.

The acquisition of patient health insurance information is what sets MED3000 apart from any other vendor that may respond to this RFP, regardless of vendor size. If selected, we will continue to use and improve the current patient health insurance acquisition system with your primary transport hospitals.

The acquisition of timely and complete patient health insurance information is critical to the success of any EMS transport billing program.

Overall, our experience is that we receive complete patient treatment and demographic information within 2-3 days of the incident date as well as complete health insurance information from the transport hospital within 10-14 days of the incident day. As soon as we receive this information, we complete the charge and bill the claim to the provider or patient within 24 hours of receiving all information (within 10-14 days of incident date).

With few exceptions, all primary claims are billed electronically through our third party clearinghouse, WebMD. WebMD is one of the world's leading providers of healthcare management and technology solutions.

Examples of first claim providers are Medicare, Medicaid, Anthem Blue Cross, United Healthcare, and Oxford, although literally hundreds of providers are also billed electronically through WebMD.

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Nassau County, New York
December 28, 2012
MED3000 Response to RFP #1005-1236
WebMD is also used for secondary Medicare claims while the overwhelming majority of secondary providers are billed via paper claims as are individual patients without insurance or individual patients with an outstanding balance after insurance payments.

Should our billing personnel have incomplete patient treatment and/or demographic information, our personnel may need to contact fire department personnel for issues related to treatment or the patient for issues relating to missing patient demographic information. MED3000 personnel use a variety of tools such as Request for Information (RFI) letters, telephone calls, email, and skip tracing services such as Accurint to obtain as much information as possible before sending claims to insurance providers.

Once the initial claim is sent to primary and secondary providers, most programs work within a billing model that sends out subsequent bills on a 30-50 and sometimes 90 days billing cycle subsequent to the date of the initial bill. At the end of this billing cycle, any remaining balance is designated for write-off and is either written off in total per County directive or forwarded to a collection agency should you desire such action.

As far as payments are concerned, Medicare will remit payments on claims within two weeks of submittal, while the overwhelming majority of private insurers will remit payments within three weeks of claim submittal. We prefer that you be in the position to receive payments electronically from as many providers as possible; electronic payment remittals accelerates payment time.

Timeline

Should MED3000 be selected as the successful vendor, the timeline is simple.

We will continue business as usual providing you with comprehensive billing services and RescueMedic ePCR software. We will also continue our current replacement/upgrade program of Panasonic CF-19 laptop computers or equivalent on an as needed basis.

MED3000 References

Currently, we processes EMS revenue recovery claims for over 150 clients; our client portfolio ranges in size from communities generating as many as 55,000 annual transports (Columbus, OH) to individual cities as well as county departments that transport between 500 and 15,000 transports on an annual basis. No matter the size or structure of the client, MED3000 personnel provide consistent and comprehensive professional services to each and every client.

On the following page, we provide you a reference list. We encourage you to contact each reference.
City of Columbus

3639 Parsons Ave,
Columbus, OH 43207
Battalion Chief Shawn Kosar
(614) 645-7384 x6337
kosas@columbus.gov

We manage over 55,000 annual transports for the City of Columbus. In addition to managing all aspects of the EMS billing program for Columbus, we financed the purchase of over 100 field laptop units as well as a new EMS ePCR platform for the Columbus Division of Fire.

Hampton Division of Fire/Rescue

1300 Thomas St.
Hampton, VA 23669
Chief Battle Reeves-Nobles
(757) 727-6447
breuves@hampton.gov

MED3000 provides billing services for Hampton. In calendar year 2012, we will process over 15,000 transports for Hampton.

Fairfax County Division of Fire/Rescue

4100 Chain Bridge Rd.
Fairfax, VA 22030
Katie Mangione, Program Manager
(703) 246-2273
katie_mangione@fairfaxcounty.gov

MED3000 provides billing services for Fairfax County. In calendar year 2012, we will process over 43,000 transports for Fairfax County.

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December 28, 2012
MED3000 Response to RFP #1005-1236
Tab 8: Executive Summary

Your success in ambulance billing depends on excellence in these areas:

- Maximizing Revenues
- 100% Compliance
- Integration with RescueMedic
- Field Laptop Computers
- Phone System Sophistication
- Excellence in Customer Service

Following are summaries for each of these proposed enhancements:

- **An EMS Transport Billing Program that Maximizes Revenues**

  We have been contracted with you since 2002; in 2002 your program generated approximately $188 per transport.

  Since 2002, our partnership with you has greatly increased the revenues for Nassau County resulting from ambulance billing. During the preceding five (5) years, you averaged or were above $400 per transport. **Today Nassau County realizes nearly $525 per transport.**

  Given today’s current economic landscape and especially the financial challenges facing communities such as Nassau County, $525 per transport is better than excellent; it is *astounding*. As we highlighted earlier in this Response, your current return of $525 per transport is a full $175 higher per transport than what is received by any other ambulance transport provider in the Greater New York City area.

  How did this happen? As we discussed earlier, numerous factors have helped us “drive” your high returns.
Here are some of those important factors:

- Our ability to aggressively pursue insurance companies for partial or non-existent payment.

- We arbitrate all claims until they are paid in full.

- Our registration and findings with Fair Health, Inc. have been instrumental in setting maximum rates in metro New York.

- Our staff is highly trained, experienced, and dedicated (many with over 20 years of ambulance billing experience); many are Certified Professional coders who assign and review all coding diagnosis to ensure 100% coding compliance.

In conclusion, since 2002, the average revenue per transport in Nassau County has increased exponentially by nearly 300%.

- A System Which Is 100% Compliant

Honesty, integrity, and transparency are of the utmost importance to all facets of MED3000's business operations and executive leadership. We have adopted and implemented, with full senior executive leadership support, MED3000's Compliance Program which serves as a valuable asset in complying with all applicable laws and regulations while continuously building a strong ethical culture.

The MED3000 Code of Conduct is a key document of our Compliance Program, providing guidance to MED3000 employees, contractors, and vendors as to appropriate professional and personal conduct required while carrying out daily activities. The Code of Conduct exceeds HIPAA and CMC requirements by:

- Clearly communicating our commitment to our policies and procedures, regulations, professional standards, ethical business practices, and workplace standards;
- Clearly conveying a message to all MED3000 colleagues their responsibility for maintaining full compliance with laws and regulations as well as the expectations that they act and represent MED3000 with the highest ethical standards;
- Informs all of our employees about their responsibilities in making MED3000 a successful organization.

Hillary Harlan is Chief Compliance and Ethics Officer. An attorney as well as a registered nurse, Ms. Harlan previously served as Director of Compliance and Legal Services for...
Preferred Care Partners Management Group, L.P. She is responsible for overseeing MED3000’s corporate compliance and ethics program as well as overseeing MED3000’s operating units. Recognizing the importance of expertise in compliance leadership, MED3000 believes a CCO with direct healthcare experience, a law degree, and significant compliance experience provides appropriate leadership for its organization and clients.

- **RescueMedic Integration**

  MED3000 has a strong history of integration with EMS record management systems platforms; we currently integrate with a multitude of EMS software companies throughout the United States and, as such, we acquire, electronically patient treatment and demographic information. Nearly 100% of all MED3000 EMS transport billing clients electronically upload patient treatment and demographic information from EMS RMS platforms to MED3000.

  As you are aware of, we are 100% electronically compliant with RescueMedic ePCR software; most importantly, we have an operational interface with RescueMedic that provides exceptional service today. It will continue to provide excellent service into 2013 and beyond.

  _Finally, should you desire to replace your current RescueMedic ePCR solution with another solution that meets your needs, MED3000 will procure and pay for that solution._

- **Field Laptop Computers**

  If we are so fortunate to continue our partnership with you, our plan is to continue the annual acquisition/replacement of approximately 20 Panasonic CF-19 laptops.

  _Should you desire to replace more than 20 laptops annually, we will procure the number of laptops that satisfy your needs._

- **Phone System Sophistication**

  The entire MED3000 "world" uses the latest in Cisco telephone technology; each of our billing offices has the following Cisco functions and capabilities:

  - Each supervisor has the ability to monitor and report on call taker activity.
  - Supervisors and administrators monitor the overall activity within the call center.
  - Each supervisor can monitor the phone activity by employee.
• Each supervisor can monitor all phone activity related to a client activity.

Cisco reporting is critical in telephone management. Following are a few of the reporting options and administrative tools our administrators in order to manage telephone operations:
• A unique 800# is assigned to each client; when a MED3000 billing associate's telephone rings, he/she knows immediately the MED3000 client related to that telephone call. This unique telephone number is also printed on billing statements as well as Request for Information (RFI) letters.
• A report on the length of time to answer calls.
• A report on the time patients are put on hold (if applicable).
• A report on the time employees are on the phone with patients.
• A report that shows "on time" related sequences for all phone calls by incoming telephone numbers.

Proper management of telephone operations is critical with customer service; our Cisco system is another example of how seriously we take customer service.

• Excellence in Customer Service

If you select us as the successful vendor, our management philosophy and program management with you will be the same as it has been. As agents of the customer, we pursue excellence in each and everything we do.

Should we be fortunate to continue our professional partnership with you, oversight of your program will continue to be directed by Morris Maybruch whose ambulance billing experience with your program as well as with other programs in the Greater New York City area is unmatched. Morris's professional touch, his keen understanding of all issues pertaining to ambulance billing, and his unique familiarity with your revenue recovery program will be critical in understanding and solving issues that develop within your agency pertaining to ambulance billing.

We have, and always will, place your customers first; our Executive Staff has extensive fire service and EMS experience; consequently, we understand the special bond that exists between you and the citizens of Nassau. Our communication with your customers on a day-to-day basis will continue to be professional and all interactions, whether verbal or written, are and will be held to the highest standards. Our EMS-transport billing unit has been blessed with solid growth and a large part of that growth can be attributed to the understanding we have of our customers and the professionalism we deliver.

Whether the task is acquiring health insurance information, interfacing with data management systems, or talking on the telephone with a transported patient, we always...
pursue excellence in every aspect of our business. Our business is serving people by providing a service that ultimately helps to save lives.

We know your business and possess extensive knowledge and professional relationships with fire departments and EMS agencies across America. Furthermore, we are among the leaders in providing technology solutions to many facets of America’s health system and fire service.

We are proud to have teamed with you; we hope to move that team effort into 2013 and beyond. We enjoy what we do and we believe in what we do. Most importantly, we believe in what you do.

We know EMS. We know your desire to save lives.
Appendix
Statement of Redaction/Exceptions

In the event that copies of MED3000's response are requested by any party not directly employed by Nassau County, MED3000 requests that the following documents found in our Response be redacted (in their entirety) from all disseminated copies:

- MED3000 HIPAA Policies and Procedures
- MED3000 Fairfax County CMS Audit Press Release
RFP # PD1005-1236

TITLE: Ambulance Billing Services for the Nassau County Police Department

AMENDMENT # 1

Due to the impending inclement weather, the pre-bidders conference scheduled for Tuesday October 30, 2012 has been rescheduled to November 6, 2012.

Questions regarding the RFP will be due November 13, 2012.

All other terms and conditions remain the same.
RFP # PD1005-1236

TITLE: Ambulance Billing Services for the Nassau County Police Department

AMENDMENT # 2

Due to the aftermath of Hurricane Sandy, the pre-bidders conference scheduled for Tuesday, November 6, 2012 has been rescheduled to November 13, 2012.

Questions regarding the RFP will be due November 20, 2012.

Proposals will be due Tuesday, December 18, 2012.

All other terms and conditions remain the same.
RFP #  PD1005 - 1236

TITLE:  Ambulance Billing Services

AMENDMENT #  3

The purpose of this amendment is to provide responses to the questions regarding this proposal and a time extension for submission the RFP.

RFP Issue Date  October 11, 2012
Proposal Due Date  Friday, December 28, 2012 at 4:00 p.m.
Award Date  On or about January 11, 2012

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

Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Detective Sergeant Tara Comiskey
Department Hearing Coordinator
Legal Bureau
Nassau County Police Department
1490 Franklin Avenue
Mineola, New York 11501

Email: TComiskey@pdn.org

All other terms and conditions remain unchanged.
Answers to Questions

Nassau County Police Department
Ambulance Billing Services

1. Can the County provide the number of Billable transports conducted in 2009, 2010 and 2011?

2. Can the County provide the level of service mix for transports conducted in 2009, 2010 and 2011?
   2009 BLS= 17.95%   2009 ALS= 80.66%   2009 ALS2= 1.39%
   2010 BLS= 26.4%    2010 ALS= 72.2%    2010 ALS2= 1.4%
   2011 BLS= 35.2%    2011 ALS= 63.31%   2011 ALS2= 1.48%

Please provide your average miles per transport? 3

3. What was the total net collected for 2009, 2010 & 2011?
   2009: $17,879,240.09
   2010: $19,196,970.41
   2011: $24,172,154.51

4. What were the total gross charges for 2009, 2010 and 2011?
   2009: $27,206,299.58
   2010: $31,873,572.54
   2011: $52,451,892.77

5. Please provide your 2009, 2010 and 2011 charge mix (dollars or percentage) for Total gross charges allocated to the payer groups:

   2009 Medicare = $8,120,731.30 (29.85%)
2009 Medicaid = $1,527,382.76 (5.61%)
2009 Private Insurance = $9,964,180.49 (36.62%)
2009 Self Pay = $7,594,005.03 (27.91%)

2010 Medicare = $10,132,786.80 (31.79%)
2010 Medicaid = $2,181,500.90 (6.84%)
2010 Private Insurance = $11,492,237.03 (36.06%)
2010 Self Pay = $8,067,047.81 (25.31%)

2011 Medicare = $16,256,836.44 (30.99%)
2011 Medicaid = $3,698,757.81 (7.05%)
2011 Private Insurance = $18,289,146.16 (34.81%)
2011 Self Pay = $14,237,155.36 (27.14%)

6. Please provide your 2009, 2010 and 2011 payment mix (dollars or percentage) for total net collected:

2009 Medicare = $5,454,018.02
2009 Medicaid = $1,009,190.13
2009 Private Insurance = $9,706,955.09
2009 Self Pay = $1,709,076.85

= Total 2009 net collected $17,879,240.89

2010 Medicare = $5,495,365.07
2010 Medicaid = $1,126,806.58
2010 Private Insurance = $10,696,485.10
2010 Self Pay = $1,878,313.66

Total 2010 net collected $19,196,470.41

2011 Medicare = $5,440,019.20
2011 Medicaid = $1,082,407.21
2011 Private Insurance = $15,030,066.06
2011 Self Pay = $2,619,662.04

Total 2011 net collected $24,172,154.51

7. Can you advise how much was written off for adjustments in 2009, 2010, and 2011? We anticipate only Medicare and Medicaid contractual adjustments, but please also advise if the County takes any other adjustments from your gross charges.

<table>
<thead>
<tr>
<th></th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
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</thead>
<tbody>
<tr>
<td>Medicare</td>
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<td>$3,427,392.54</td>
<td>$9,589,807.64</td>
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<tr>
<td>Medicaid</td>
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<tr>
<td>Misc</td>
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<td>$1,148,384.58</td>
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<tr>
<td>Collections</td>
<td>$3,775,115.11</td>
<td>$4,530,271.43</td>
<td>$7,478,710.41</td>
</tr>
</tbody>
</table>

8. Who currently provides Billing Services and what does the County pay for current billing services?

Med3000 is paid a commission on eligible receipts at a rate of 8.23% for billing services. This excludes Medicaid claims which are paid at a rate of $7.50 per claim. This also excludes patient & insurance refunds.

9. Does the NCPD utilize a Fleet Management System to monitor their Ambulance Fleet? If so what is the name of system?

Clarification needed - is this a reference to a GPS system? Or fleet maintenance?

Fleet maintenance is managed internally by PDCN’s Fleet Services Bureau.

10. Does the County have a preferred Collection Agency? If so, what is the name of that agency?
11. Has the County considered or will the selected vendor be responsible for collection of accounts greater than 90 days at the start of the contract?

To be determined.

12. Does the County utilize a Lockbox to receive payments? What is the name of the County’s Financial Institution?

Yes, we utilize a lockbox for payment remittances. The County’s Financial Institution is Bank of America.

13. per Computer Hardware and Software pg 9 The Contractor to provide computer software, hardware, peripherals and accessories as needed by Bureau in conformity with such items and materials currently utilized by Bureau. Upgrades and/or expansion of equipment, software, hardware, peripherals and accessory needs ‘as required by Bureau to be responsibility of vendor.

Can the County provide an itemized list of the ‘materials currently utilized by Bureau’ (SKU, # of units etc) in order for proposer to price those items?

Please see attached list referencing the equipment we are currently utilizing.

14. Can the County provide the name of the CAD vendor, software and version along with the export specifications and mechanism utilized to export CAD information currently or as part of this contract? Please identify if there will be a cost from the CAD vendor to the contractor for the export and what that amount is?

CAD does not interface with our e-per or billing system.

15. Do the Ambulances utilize a Mobile Data Terminal? If so name of System?

Yes, but it does not interface with our e-per or billing system.

16. For Patient Care Report training, can the county provide # of Paramedics/EMTs’ to be included in classes? How is the structure of training to be completed i.e. by shifts regular Business hours etc?

There are currently 161 ALS providers in the RAB. While we do not currently anticipate a change in our e-per program, the structure of any training to be done would be determined at that time.

17. Please confirm that there is no MBE/WBE requirement or Bid Bond required in this solicitation.
No MBB/WBB requirement

18. Can the County provide the names/positions of Nassau County personnel as well as vendors who attended pre-Bid conference on 11/13/2012?

The RFP contact person is D/Sgt. Tara Comiskey.

19. Please provide a breakdown (either percentages or numbers) of claims billed by payer in the past year (Medicare, Medicaid, Commercial, Self-Pay)

See answer to question #5.

20. Please provide the total number and dollars of claims paid in the past year by payer.

See answer to question #1 & #3.

21. What is the current fee structure in place with the existing vendor?

See answer to question #8.

22. Will the successful vendor assume responsibility for any backlog of unbilled and/or previously billed accounts? If so, is an aged trial balance report of this backlog available that identifies by payer the volume and dollar value.

See answer to #11 (tbd).

23. The RFP states the Bureau responded to over 60,000 calls in 2011. Are all calls dispatched from the same CAD software? What is the current CAD software being used?

Not applicable as there is no interface between the dispatch system, the vehicle MDT, and the e-per system or billing system.

24. Please confirm the Bureau is considered one provider. Or, are there numerous providers, utilizing various CAD systems, with numerous provider numbers?

Yes, the EAB is a single provider with a single provider number.

25. What type/brand of hardware is currently being used? What is the lifecycle of the hardware? Does the Bureau expect to have new hardware prior to implementation, or will the Bureau roll over hardware as devices expire?

At the implementation of the contract, all hardware (tough books, specifically) will be within the 1st year of use by us & therefore relatively new. Our plan is to continue to roll over hardware as they approach 2 years of service. Replacement of tough books is not expected before 2014. Office hardware & software which
supports the billing department will need to be replaced on an as-needed basis. A list of equipment we are currently utilizing is attached.

26. Is the contractor responsible for provision of connectivity, or will the new system utilize the existing available connectivity?

The billing vendor is responsible for maintaining connectivity. The cellular provider & internet provider are to be selected by the EAB.

27. What is the anticipated timeline/Go Live for implementation?

Unknown at this time

28. Will bidders be required to provide a list of equipment, data system and billing programs in the Bid Submission?

Clarification needed on ‘equipment’.

29. Can Nassau Police Department and the Contractor work a system for fraud alerts... (those customers giving false information)?

Unknown at this time

30. Are the six County Employees that receive training be from the police department or scattered county departments?

Police Department.

31. Since the contractor’s fee is based on a percentage of net revenues, will there be additional payments for tasks outside the Scope of work?

No, there are no additional payments. In addition to normal billing functions, the Scope of Work may include, but is not limited to, the vendor being required to generate data or build reports at the request of the Department.

32. Would the department be able to provide bidders with a breakdown of call volume, billed amount and revenue collections by payer category (e.g. Medicare, Medicaid, Commercial Insurance, Private Pay)?

See answers to #1 thru #7.

33. PPM has always been advised that billing companies are not allowed to charge based on a percentage of collections (see the below links for reference). However, it has come to our attention recently that this may only apply to Medicaid and may only apply to billing companies that actually receive the funds directly from the insurance companies (see attached email from our council). Does the
department want bidders to structure proposals on a percentage basis or should other methods of fee calculations be used?

http://insuranceclaimsinformation.blogspot.com/2012/03/are-you-and-your-providers-breaking-law.html

34. Would the department prefer one all inclusive fee structure or would other structures that may be more cost effective (such as establishing a percentage/fee for billing and carving out/ passing through certain ancillary costs such as computers, toughbooks, etc or licenses) be acceptable? Note: this can be done by having the ancillary costs paid directly through the Department so there is no markup or profit made on these items by the billing company (billing company will still administer all aspects of the purchase and maintenance of such items) or they can be paid for by the billing company and itemized on invoices to the Department.

35. Would the Department entertain having the billing and EPCR software hosted by a third party vendor that provides such services for other ambulance agencies where such an arrangement would offer better security, backup of all data, and functionality/reliability for the EPCR laptops during power outages and natural disasters?

This question appears to be in contradiction to the requirements of the RFP.
APPENDIX A
COST PROPOSAL

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: [Signature]

PRINT NAME: [Morris M. Hathcoat]

DATE: 10/31/10
APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

a. Staffing: Bio of firm principals as well as staff expected to be assigned to this project.

b. Detail prior experience in the area of Ambulance Billing Services.

c. Detail prior experience with public sector clients (similar size and scope).

d. Detailed cover letter on the firm’s letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)
APPENDIX C

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, Morris Maybrook, 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 13 day of December 2012

Patsy Jensen
Notary Public
In and for the State of Ohio
My Commission Expires
June 28, 2017

Name of submitting business: MED BUD Farm

By: Morris Maybrook

Signature

Title

Date
APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire must be answered and the 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 COMPLETLY; 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: MED3000 Group, Inc.
   Business address: 620 Anderson Place,ailer Plaza, Pittsburgh, PA 15220
   Telephone: 412-997-8887
   Other present address(es): n/a
   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 / 
   Vice President / 
   (Other) Stockholder (over 10%) 

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES If Yes, provide details. Own 100% of MED3000, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   NO X YES If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   NO X YES If Yes, provide details.
APPENDIX D

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES __ If Yes, provide details for each such instance.
   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES __ If Yes, provide details for each such instance.
   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES __ If Yes, provide details for each such instance.
   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES __ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES." If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
   a. Is there any felony charge pending against you? NO ☒ YES __ If Yes, provide details for each such charge.
   b. Is there any misdemeanor charge pending against you? NO ☒ YES __ If Yes, provide details for each such charge.
   c. Is there any administrative charge pending against you? NO ☒ YES __ If Yes, provide details for each such charge.
   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related
APPENDIX D

1. Is the conduct of business? NO × YES If Yes, provide details for each such conviction.

c) 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.

Q) 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert C. Golli, EVP, 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 30th day of October 2012.

[Signature]
Notary Public

[Name of submitting business]

[Print name]

[Signature]

Title

[Date]
APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire must be answered and the 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: Patrick V. Hampson
   Business address: 680 Andover Ave, Foster Plaza 10
   City/state/zip: Pittsburgh, PA 15220
   Telephone: 412-987-8887
   Other present address(es): N/A
   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: 1/1/98
   Treasurer: 
   Chairman of Board: 
   Shareholder: 
   Chief Exec. Officer: 
   Secretary: 
   Chief Financial Officer: 
   Partner: 
   Vice President: 
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? NO ᵩ YES __ 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? NO ᵩ YES __ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ᵩ YES __ If Yes, provide details.
APPENDIX D

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES __ If Yes, provide details for each such instance.
   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES __ If Yes, provide details for each such instance.
   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES __ If Yes, provide details for each such instance.
   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES __ If Yes, provide details for each such instance.

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

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

   a) Is there any felony charge pending against you? NO X YES __ If Yes, provide details for each such charge.
   b) Is there any misdemeanor charge pending against you? NO X YES __ If Yes, provide details for each such charge.
   c) Is there any administrative charge pending against you? NO X YES __ If Yes, provide details for each such charge.
   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related
APPENDIX D

1. 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.

2. 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

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I, Patrick V. Humphrey, 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 30th day of October, 2012.

[Signature]

Notary Public

COMMONWEALTH OF PENNSYLVANIA

MAY 2000, INC.

Name of submitting business

[Print name]

Signature

[Title]

[Date]
APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire must be answered and the 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 C. Allen II
   Business address: 680 Anderson Drive, Foster Plaza 10
   City/state/zip: Pittsburgh, PA 15220
   Telephone: 412-937-8887

   Other present address(es): 1672 Gloucester Court
   City/state/zip: Sewickley, PA 15143
   Telephone: 412-389-2525

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President [ ] Treasurer [ ]
   Chairman of Board [ ] Shareholder [ ]
   Chief Exec. Officer [ ] Secretary [ ]
   Chief Financial Officer [ ] Partner [ ]
   Vice President [ ]

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO [ ] YES [ ] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   NO [ ] YES [ ] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO [ ] YES [ ]; if Yes, provide details.
APPENDIX D

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.
   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.
   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.
   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years; and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whichever initiated? If 'Yes', provide details for each such instance. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.
   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.
   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.
   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.
   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related
APPENDIX D

(a) In the conduct of business?  NO ☑  YES ___  If Yes, provide details for each such conviction.

(b) 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.

(c) 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.
APPENDIX D

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 C. Galli, 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 30th day of October 2012.

Kathleen M. Hann
Notary Public

MEF3002, Inc.
Name of submitting business

Print name

Signature

Title

Date 10/30/12

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine M. Hannich, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires June 15, 2015
PENNSYLVANIA ASSOCIATION OF NOTARIES
APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: ____________
   Business address: ________
   City/state/zip: ____________
   Telephone: ____________
   Other present address(es): __________________________
   City/state/zip: ____________
   Telephone: ____________
   List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable)
   President: ____________
   Treasurer: ____________
   Chairman of Board: ____________
   Shareholder: ____________
   Chief Exec. Officer: ____________
   Secretary: ____________
   Chief Financial Officer: ____________
   Partner: ____________
   Vice President: ____________
   (Other) ____________

3. Do you have an equity interest in the business submitting the questionnaire? YES ________ NO X ________ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ________ NO X ________ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ________ NO X ________ If Yes, provide details.
APPENDIX D

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? NO □ YES □ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract 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
APPENDIX D

to the conduct of business? NO □ YES □ If Yes, provide details for each such conviction.

b) 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.

c) 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.
APPENDIX D

1. To the conduct of business? NO X YES __ If Yes, provide details for each such conviction.

c) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES __ If Yes, provide details for each such conviction.

c) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES __ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES __ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES __ If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES __ If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES __ If Yes, provide details for each such year.
CERTIFICATION

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I, ______________, 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 30th day of October, 2012.

[Katherine M. Herrick]
Notary Public

MEDI200 INC.
Name of submitting business

Drew Hurst
Print name

Drew Hurst
Signature

Treasurer
Title

10/30/2012
Date
APPENDIX F

Certificate of Compliance
Nassau County Living Wage Law.

In compliance with Local Law 1-2006, as amended, the County Lessee hereby certifies the following:

1. The chief executive officer of the County Contractor is:

   [Name: Patrick V. Thompson]

   [Address: 680 Anderson Ave, Fort Lee, NJ 07024]

   [Telephone Number: 416-937-8887]

2. The County Contractor agrees to comply with all applicable requirements of the Nassau County Living Wage Law, and with all applicable federal, state, and local laws.

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

   [Blank lines for description]

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action [ ] has [ ] has not been commenced against or relating to the County Contractor. If such a proceeding, action, or investigation has been commenced, describe below:

   [Blank lines for description]
5. County 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 Certificate of Compliance 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.

10/30/12
Dated

[Signature]
Signature of Chief Executive Officer

Patrick V. Hamson
Name of Chief Executive Officer

Sworn to before me this
30th day of October, 2012.

[Signature]
Notary Public
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of ___________ ___________ and amends and is made part of an agreement dated as of ___________ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between MED3000, Inc., a Delaware corporation (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the Nassau County Police Department (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of: (i) the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA") (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005 ("ARRA"); and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule, which amended the HIPAA Privacy and Security Rules (as those terms are defined below) and implemented a number of provisions of the HITECH Act (the "HIPAA Final Rule"), extending certain HIPAA obligations to McKesson and their subcontractors.

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

I. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501; the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated herein by reference.
1.1 "BREACH" WILL HAVE THE SAME MEANING GIVEN TO SUCH TERM IN 45 C.F.R. § 164.402. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 43 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 43 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160, Part 162 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Unsecured PHI. "Unsecured PHI" shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system as provided in. 45 C.F.R. § 164.304.


2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy
Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must require the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) promptly notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor’s Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum or the Agreement, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;
c) report to the County’s designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within three (3) business days of the Contractor’s discovery of such unauthorized use and/or disclosure. The Contractor’s report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (vi) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vii) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests and any particulars regarding the unauthorized use and/or disclosure that County would need to include in its notification, as such particulars are identified in 42 U.S.C. § 17932 and 45 C.F.R. § 164.404.

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI, including the HIPAA Final Rule.

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder.

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI and/or BPHI for purposes of enabling the County to determine the Contractor’s compliance with the terms of this Addendum. Such access shall be at the Contractor’s place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an individual for an accounting of disclosures of all PHI related to the individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) cooperate with County’s efforts to mitigate a harmful effect that is known to Contractor of a use or disclosure of PHI not provided for in this Addendum; and

k) request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 U.S.C. § 17935(b) and regulations promulgated thereunder; and
I) use and disclose PHI for marketing purposes only as expressly directed by County, and in accordance with 42 U.S.C. § 17936(a). Contractor will not use or disclose PHI for fundraising purposes; and

m) comply with the prohibition on the sale of Electronic Health Records and PHI set forth in 42 U.S.C. § 17935(d); and

n) acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, the Contractor under the Privacy Rule and Security Rule. To the extent not referenced or incorporated herein, requirements applicable to Contractor the HITECH Act are hereby incorporated by reference into this Addendum. Contractor agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) within 10 business days of receipt of a written request by the County, provide access to any PHI contained in a Designated Record Set to the County or to the individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) within 20 business days of receipt of a written request by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) within 10 business days of receipt of a written request by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure of PHI that the Contractor makes for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528, and 42 U.S.C. § 17935(e), as applicable. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:
a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) comply with the provisions of 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA covered entity. Contractor will also comply with any additional security requirements contained in the HITECH Act that are applicable to a business associate.

b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.
c) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

d) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by McKesson to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). “Unsuccessful Security Incidents” will include, but not be limited to, ping and other broad broadcast attacks on McKesson’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

e) upon the County’s request, provide the County with immediate access to the Contractor’s security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor’s security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor’s security systems and programs.

f) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

7. TERMS AND TERMINATION

7.1 Termination. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(ii), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum and cure is not possible. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or
medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible; and

c) If it is infeasible for the Contractor to return or destroy the PHI upon termination of the Agreement (including this Addendum), the Contractor will: (a) extend the protections of this Addendum to such PHI; (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI; and (c) never disclose such PHI to another Contractor client or third party unless such information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

8. **INDEMNIFICATION**

8.1 **Indemnity.** The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnities") from and against any direct damages finally awarded as a result of a claim or cause of action, including attorneys' fees and court or proceeding costs arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 **Control of Defense.** If any Indemnites are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.
8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supersede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7, 8, and 10, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superseded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.
10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

a) Contractor will make a report to the County of any Breach of Unsecured protected health information, as required by 45 C.F.R. § 164.410, within five business days of Contractor’s discovery of the Breach, and

b) In the event of a Breach caused solely by Contractor, reimburse County for any reasonable and substantiated expenses County incurs in notifying individuals of a breach, as required under HIPAA, caused by Contractor or its subcontractors or agents.

c) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County’s obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: __________________________
Print Name: ____________________
Title: __________________________
Date: __________________________

MEDC000, INC.

By: __________________________
Print Name: ____________________
Title: Chief Regulatory Operations Counsel
Date: __________________________

Approved

BY

McKesson Legal
**NIFS ID:** CLPD20000001  **Department:** Police Dept.

**Capital:**

SERVICE: Support services re domestic violence and abuse

Contract ID #: CQPD15000007  **NIFS Entry Date:** 21-JAN-20  **Term:** from 01-NOV-19 to 31-OCT-20

| Amendment | 1) Mandated Program: | N |
| Addl. Funds: | 2) Comptroller Approval Form Attached: | |
| Blanket Resolution: | 3) CSEA Agmt. § 32 Compliance Attached: | N |
| RES# | 4) Vendor Ownership & Mgmt. Disclosure Attached: | N |

**Vendor Info:**

**Name:** The Safe Center LI, Inc.

**Address:** 15 Grumman Rd. West, Suite 1000

Bethpage, NY 11714

**Contact Person:**

Phone: 5165713054

**Department:**

**Contact Name:** Jaclyn Delle

**Address:** 1 West St.

Mineola, NY 11501

**Phone:** 5165713054

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**Routing Slip**

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Dep. CE Approval: X 25-FEB-20 -- TFOX
Leg. Affairs Approval/Review: X 26-MAR-20 -- GCASTILLO
Legislature Approval:
Comptroller Deputy:
NIFA NIFA Approval:

**Contract Summary**

**Purpose:** This is an amendment to an existing contract with The Safe Center LI, Inc. to provide the Department with support services regarding domestic violence, sex abuse, and child abuse. The purpose of the amendment is to renew and extend the term of the contract for one (1) additional year and increase the maximum amount by $250,000.00.

**Method of Procurement:** Contract amendment. Please see procurement history below.

**Procurement History:** Sole source award. The Safe Center LI, Inc. (formerly "the Nassau County Coalition Against Domestic Violence, Inc.") is a well-established unique not-for-profit organization and the only known source for the combination of services provided under this contract.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** $250,000 increase to the maximum amount

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted) Approve as submitted.

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**Advisement Information**

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RULES RESOLUTION NO. - 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND THE SAFE CENTER LI, INC. (“SAFE CENTER”)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Safe Center to provide support services for victims of domestic violence, sexual abuse, and child abuse, 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 amendment to an agreement with Safe Center.
NIFA  Nassau County Interim Finance Authority

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

1. Vendor: The Safe Center LI, Inc.

2. Dollar amount requiring NIFA approval: $250000
   Amount to be encumbered:  $250000
   
   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: 11/01/2019-10/31/2020
   Has work or services on this contract commenced? Y ___
   
   If yes, please explain: Services continuing as amendment is routed for approvals.

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:
   
   This is an amendment to an existing contract with The Safe Center LI, Inc. to provide the Department with support services regarding domestic violence, sex abuse, and child abuse. The purpose of the amendment is to renew and extend the term of the contract for one (1) additional year and increase the maximum amount by $250,000.00.

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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
</table>
AUTHORIZATION

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

IQURESHI 21-FEB-20
Authenticated User Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:
I certify that the bonding for this contract has been approved by NIFA.
Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User Date

NIFA

Amount being approved by NIFA: _

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

Authenticated User Date

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

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

NIFA reserves the right to request additional information as needed.
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: The Safe Center LI, Inc.

CONTRACTOR ADDRESS: 15 Grumman Rd. West, Suite 1000, Bethpage NY 11714

FEDERAL TAX ID #: ____________________________

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The contract was entered into after a written request for proposals was issued on ____________________ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in ______________________ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on ____________________ [date]. _________ [state #] proposals were received and evaluated. The evaluation committee consisted of: ________________________________ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on ___________________ [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 the selection of The Safe Center LI, Inc. as a sole source provider. The Safe Center LI, Inc. is a well established, unique organization that has previously contracted with the Nassau County Police Department for these services. The Safe Center LI, Inc. was determined to be the only non-profit capable of providing the combination of services required under this contract. [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.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor’s performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

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

X. Vendor will not require any sub-contractors.

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

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18
Certificate of No Change Form

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

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

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

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

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

Name of Submitting Entity: THE SAFE CENTER LI, INC.

Vendor's Address: 15 GRUMMAN RD. WEST, SUITE 1000 BETHPAGE NY US 11714

Vendor's EIN or TIN: 112442377

Forms Submitted:

Political Campaign Contribution Disclosure Form:
12/23/2019 12:02:42 PM

Lobbyist Registration and Disclosure Form:
09/25/2019 04:55:32 PM

Business History Form certified:
02/06/2020 12:43:47 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
10/21/2019 02:43:22 PM
Principal Questionnaire(s)
This refers to the most recent principal questionnaire submissions.

<table>
<thead>
<tr>
<th>Principal Name</th>
<th>Date Certified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cynthia Scott [<a href="mailto:CSCOTT@TSCLI.ORG">CSCOTT@TSCLI.ORG</a>]</td>
<td>09/25/2019 03:39:55 PM</td>
</tr>
<tr>
<td>Eric Penzer [<a href="mailto:EPENZER@FARRELLFRITZ.COM">EPENZER@FARRELLFRITZ.COM</a>]</td>
<td>10/24/2019 03:42:47 PM</td>
</tr>
<tr>
<td>Robert S Zuccaro [<a href="mailto:RSZUCCARO@AOL.COM">RSZUCCARO@AOL.COM</a>]</td>
<td>12/31/2019 11:32:43 AM</td>
</tr>
<tr>
<td>Carol A. Glick [<a href="mailto:CAROLG@HOTMAIL.COM">CAROLG@HOTMAIL.COM</a>]</td>
<td>12/02/2019 10:35:09 AM</td>
</tr>
<tr>
<td>Stephen G. Bondi [<a href="mailto:SGBOND@GMAIL.COM">SGBOND@GMAIL.COM</a>]</td>
<td>10/24/2019 02:46:35 PM</td>
</tr>
<tr>
<td>Esther L. Fortunoff [<a href="mailto:ESTHERFORTUNOFF@AOL.COM">ESTHERFORTUNOFF@AOL.COM</a>]</td>
<td>10/07/2019 10:54:00 AM</td>
</tr>
</tbody>
</table>

I, LOUANNE MARCHAND, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

A MATERIALY 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.

LOUANNE MARCHAND

Name

DIR OF FINANCE AND PERSONNEL

Title

THE SAFE CENTER LI, INC.

Name of Submitting Entity

03/06/2020 12:35:14 PM

Date
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

   YES [X]  NO [ ]  If yes, to what campaign committee?

   District Attorney: Madeline Singas, County Legislator: Siela Bynoe

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

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

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

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

   Cynthia Scott [CSCOTT@TSCLI.ORG]

   Dated: 12/23/2019 12:02:42 PM

   Vendor: The Safe Center LI, Inc.

   Title: Executive Director
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: Cynthia G. Scott
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
   Business Address: 15 Grumman Road West, Suite 1000
   City: Bethpage State/Province/Terr.: NY Zip/Postal: 11714 Country: [redacted]
   Telephone: [redacted]
   Other present address(es): none
   City: none State/Province/Terr.: Zip/Postal: Country: [redacted]
   Telephone: [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Executive Director</td>
<td>10/15/1997</td>
</tr>
</tbody>
</table>

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ☐ NO ☐ X ☑ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ☐ NO ☐ X ☑ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES ☐ NO ☐ X ☑ 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 [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

Page 2 of 8

Rev. 3-2016
9. a. Is there any felony charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES ☐ NO ☑ X ☐ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☑ X ☐ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☑ X ☐ If yes, provide an explanation of the circumstances and corrective action taken.
I, [Cynthia Scott], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

The Safe Center LI, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Cynthia Scott [CSCOTT@TSCLI.ORG]

Executive Director
Title

09/25/2019 03:39:55 PM
Date

Page 6 of 5
Rev. 3-2016
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: Stephen G. Bondi
   Date of birth: [Redacted]
   Home address: [Redacted]
   City: [Redacted]  State/Province/Terr.: [Redacted]  Zip/Postal: [Redacted]  Country: [Redacted]
   Business Address: 400 Madison Ave, 14th floor
   City: New York  State/Province/Terr.: NY  Zip/Postal: 10017  Country: US
   Telephone: [Redacted]
   Other present address(es): [Redacted]
   City: [Redacted]  State/Province/Terr.: [Redacted]  Zip/Postal: [Redacted]  Country: [Redacted]
   Telephone: [Redacted]
   List of other addresses and telephone numbers attached

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

   President
   Chairman of Board  07/01/2014  Treasurer
   Chief Exec. Officer  Shareholder
   Chief Financial Officer  Secretary
   Vice President  Partner
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES  NO  X  If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES  NO  X  If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES  X  NO  If Yes, provide details.

   From 07/05/16 to Present: Chief Compliance Officer & Chief Financial Officer of Mittleman Brothers, LLC & Mittleman Investment Management, LLC; from 07/10/10 to 05/13/16 Chief Operating Officer of van Biema Value Partners, LLC
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES [ ] NO [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9.

a. Is there any felony charge pending against you?  
YES ☐ NO ☒  If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES ☐ NO ☒  If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒  If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒  If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES ☐ NO ☒  If yes, provide an explanation of the circumstances and corrective action taken.
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  

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

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

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

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

YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.
I, Stephen G. Bondi, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION
A MATTERALLY 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.

The Safe Center L1, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stephen G. Bondi [SGBONDI@GMAIL.COM]

President
Title

10/24/2019 02:46:35 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

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

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 S Zuccaro
   Date of birth: 
   Home address: 
   City: 
   Country: 
   State/Province/Territory: 
   Zip/Postal Code: 

   Business Address: none
   City: 
   Country: 
   Telephone: 

   Other present address(es): 54 Harbor Lane
   City: 
   Country: 
   Telephone: 

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner
   05/16/2018

3. Do you have an equity interest in the business submitting the questionnaire?
   YES  NO  X  If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES  NO  X  If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES  X  NO  If Yes, provide details.
   Treasurer, Catholic Health Services of Long Island ("CHSLI") since 02/01/2019. Includes Mercy Medical
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES [X] NO [ ] If Yes, provide details.
   CHSLI has multiple grant contracts with federal, state and local governments.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES [ ] NO [X]  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.  

a. Is there any felony charge pending against you?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.  
To the best of my knowledge and belief CHSLI has no current criminal investigations at this time.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES [ ] NO [X]  If yes, provide an explanation of the circumstances and corrective action taken.
I, Robert S. Zuccaro, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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

The Safe Center of Long Island Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert S. Zuccaro [RSZUCCARO@AOL.COM]
Treasurer
Title

12/31/2019 11:32:43 AM
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: Esther Fortunoff-Greene
   Date of birth: ____________________________
   Home address: ____________________________
   City: __________________ State/Province/Terr.: ______ Zip/Postal: ______ Country: ______
   Business Address: 360 Maple Ave, unit 132
   City: ________________ State/Province/Terr.: ______ Zip/Postal: ______ Country: ______
   Telephone: ____________________________
   Other present address(es): none
   City: __________________ State/Province/Terr.: ______ Zip/Postal: ______ Country: ______
   Telephone: (516) 333-1204
   List of other addresses and telephone numbers attached

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

   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other) 07/01/2014

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ______ NO ______ X ______ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ______ NO ______ X ______ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES ______ X ______ NO ______ If Yes, provide details.
   Four Leaf Designs, LLC, dba Fortunoff Fine Jewelry, President, owner since 2010.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES ______ NO ______ X ______ If Yes, provide details.
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked “YES”. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business’s ability to bid or propose on contract?
      YES ☐ NO ☑ X If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES ☐ NO ☑ X If ‘Yes’, provide details for each such instance. (Provide a detailed response to all questions check “Yes”. If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
9.  

a.  Is there any felony charge pending against you?  
   YES  NO  [X]  If yes, provide an explanation of the circumstances and corrective action taken.

b.  Is there any misdemeanor charge pending against you?  
   YES  NO  [X]  If yes, provide an explanation of the circumstances and corrective action taken.

c.  Is there any administrative charge pending against you?  
   YES  NO  [X]  If yes, provide an explanation of the circumstances and corrective action taken.

d.  In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, 
an element of which relates to truthfulness or the underlying facts of which related to the conduct of 
business?  
   YES  NO  [X]  If yes, provide an explanation of the circumstances and corrective action taken.

e.  In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
   YES  NO  [X]  If yes, provide an explanation of the circumstances and corrective action taken.

f.  In the past 5 years, have you been found in violation of any administrative or statutory charges?  
   YES  NO  [X]  If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you 
    been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local 
    prosecuting or investigative agency and/or the subject of an investigation where such investigation was related 
    to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed 
    in response to Question 5?  
   YES  NO  [X]  If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

**YES** [ ] **NO** [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.
I, [Esther L Fortunoff], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

The Safe Center Ltd, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Esther L Fortunoff [ESTHERFORTUNOFF@AOL.COM]

Vice President
Title

10/07/2019 10:54:00 AM
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: Eric Penzer
   Date of birth:
   Home address:
   City: [Illegible] State/Province/Terr.: [Illegible] Zip/Postal: [Illegible] Country: [Illegible]
   Business Address: 400 RXR Plaza
   City: Uniondale State/Province/Terr.: NY Zip/Postal: 11556 Country: US
   Telephone: [Illegible]
   Other present address(es):
   City: [Illegible] State/Province/Terr.: [Illegible] Zip/Postal: [Illegible] Country: [Illegible]
   Telephone: [Illegible]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President 07/01/2014
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [ ] X [ ] NO [ ] If Yes, provide details.
   I am a partner/owner of the law firm Farrell Fritz, P.C.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES [ ] X [ ] NO [ ] If Yes, provide details.
7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business’s ability to bid or propose on contract?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [ ] X If ‘Yes’, provide details for each such instance. (Provide a detailed response to all questions check “Yes”. If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
9. a. Is there any felony charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

c. Is there any administrative charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank space]

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If yes, provide an explanation of the circumstances and corrective action taken.</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If yes, provide an explanation of the circumstances and corrective action taken.</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If yes, provide an explanation of the circumstances and corrective action taken.</th>
</tr>
</thead>
</table>
I, [Eric Penzer], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION
A MATERIALY 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.

The Safe Center
Name of submitting business

Electronically signed and certified at the date and time indicated by: Eric Penzer [ECPENZER@FARRELLFRITZ.COM]

Vice President
Title

10/24/2019 03:42:47 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

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

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: Carol A. Glick
   Date of birth: 04/27/1948
   Home address: ____________________________________________________________________________
   City: ______________________________________________________________________________________
   State/Province/Terr.: _______________________________________________________________________
   Zip/Postal: __________ Country: __________________________________________________________________
   Business Address: ___________________________________________________________________________
   City: ______________________________________________________________________________________
   State/Province/Terr.: _______________________________________________________________________
   Zip/Postal: __________ Country: __________________________________________________________________
   Telephone: _________________________________________________________________________________
   Other present address(es): ____________________________________________________________________
   City: ______________________________________________________________________________________
   State/Province/Terr.: _______________________________________________________________________
   Zip/Postal: __________ Country: __________________________________________________________________
   Telephone: _________________________________________________________________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other) ____________________________________________
   Treasurer
   Shareholder
   Secretary
   Partner
   07/01/2014

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.
   ______________________________________________________________________________________

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.
   ______________________________________________________________________________________

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.
   ______________________________________________________________________________________

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

Page 1 of 5
Rev. 3-2016
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES ☐ NO ☒ X ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES ☐ NO ☒ X ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES ☐ NO ☒ X ☒ If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES ☐ NO ☒ X ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES ☐ NO ☒ X ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9. a. Is there any felony charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

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

Yes ☐  No ☑  If yes, provide an explanation of the circumstances and corrective action taken.

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

Yes ☐  No ☑  If yes, provide an explanation of the circumstances and corrective action taken.

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

Yes ☐  No ☑  If yes, provide an explanation of the circumstances and corrective action taken.
I, [Carol A. Glick], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

The Safe Center LI, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Carol A. Glick [CAROLGLICK@HOTMAIL.COM]

Secretary
Title

10/24/2019 02:45:21 PM
Date
Business History Form

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

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

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

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

Date: 09/26/2019

1) Proposer's Legal Name: The Safe Center LI, Inc.

2) Address of Place of Business: 15 Grumman Rd. West, Suite 1000
   City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714
   Country: 

3) Mailing Address (if different): Same
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: 
   Phone: 
   Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 947923397

5) Federal I.D. Number: 11-2442377

6) The proposer is a: Other (Describe) Not for Profit

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES[ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
   YES[ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES[ ] NO [X] If yes, please provide details:
10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
   YES [ ] NO X [ ] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
   YES [ ] NO X [ ] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust Investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
   YES [ ] NO X [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
   YES [ ] NO X [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
   a) Any felony charge pending?
      YES [ ] NO X [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

   b) Any misdemeanor charge pending?
      YES [ ] NO X [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

   c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an
element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17) Conflict of Interest:

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.
b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. See attached TSCLI policy. Should a potential conflict of interest arise we will contact the County and be guided accordingly.

1 File(s) Uploaded: TSCLI CONFLICT OF INTEREST POLICY.pdf

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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

05/23/1978

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

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

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

No officers and directors from this company have been attached.


iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

120

vi) Annual revenue of firm;

$898,1560

vii) Summary of relevant accomplishments

See attached list of officers and directors (#iii) and summary of relevant accomplishments.

1 File(s) Uploaded: BOD LIST AND ATTACHMENTS TO A,B AND C..pdf

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

1 File(s) Uploaded: OPERATING CERT.pdf

B. Indicate number of years in business.

Page 4 of 6

Rev. 3-2016
C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
All information provided in attachment

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.

<table>
<thead>
<tr>
<th>Company</th>
<th>NYS Division of Criminal Justice Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Sophia Daskalakis</td>
</tr>
<tr>
<td>Address</td>
<td>80 South Swan St.</td>
</tr>
<tr>
<td>City</td>
<td>Albany</td>
</tr>
<tr>
<td>Country</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td>(518) 457-7295</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:sophia.daskalakis@dcjs.ny.gov">sophia.daskalakis@dcjs.ny.gov</a></td>
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<tr>
<th>Company</th>
<th>NYS Office of Children and Family Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Adam Berry</td>
</tr>
<tr>
<td>Address</td>
<td>52 Washington St.</td>
</tr>
<tr>
<td>City</td>
<td>Rensselaer</td>
</tr>
<tr>
<td>Country</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td>(518) 474-7899</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:adam.berry@ocfs.ny.gov">adam.berry@ocfs.ny.gov</a></td>
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<table>
<thead>
<tr>
<th>Company</th>
<th>NYS Office of Victim Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Shaundra Burch-Sanchez</td>
</tr>
<tr>
<td>Address</td>
<td>80 South Swan St., 2nd Floor</td>
</tr>
<tr>
<td>City</td>
<td>Albany</td>
</tr>
<tr>
<td>Country</td>
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<tr>
<td>Telephone</td>
<td>(518) 457-4866</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:shaundra.burch-sanchez@vvs.ny.gov">shaundra.burch-sanchez@vvs.ny.gov</a></td>
</tr>
</tbody>
</table>
I, [Louanne Marchand], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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Name of submitting business: The Safe Center LI, Inc.

electronically signed and certified at the date and time indicated by:
Louanne Marchand [LMARCHAND@TSCLI.ORG]

Dir of Finance and Personnel
Title

11/19/2019 10:40:44 AM
Date
Conflicts of Interest Policy

Section 1. Purpose. The purpose of this "Conflicts of Interest Policy" (the "Policy") is to protect the interests of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or Key Employee of the Corporation. The Corporation will not enter into any such transaction or arrangement unless it is determined by the Board in the manner described below to be fair, reasonable and in the best interests of the Corporation at the time of such determination.

This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to non-for-profit and charitable organizations. All capitalized terms not defined in this Policy shall have the meaning assigned to them in Appendix A, attached.

Section 2. Related Party Transactions and Duty to Disclose. A Related Party Transaction is not necessarily a prohibited transaction. Under this Policy, if the Corporation contemplates entering into a Related Party Transaction, the Independent Directors of the Board must determine if the transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination.

If at any time during his or her term of service a Related Party acquires any Financial Interest or when any matter for decision or approval comes before the Board in which a Related Party has a Financial Interest, that Financial Interest or potential Related Party Transaction must be promptly disclosed in writing to each member of the Board, the President, and to the Chair of any appropriate Board Committee, together with all material facts. The Board will then follow the procedures in Section 4 of this Policy.

Section 3. Disclosure and Voting.
Disclosure. Any Related Party shall disclose in good faith all material facts of his or her Financial Interest to the Board.

Non-Participation and Review. All transactions, agreements or any other arrangements between the Corporation and a Related Party, and any other transactions which may involve a potential conflict of interest, shall be reviewed by the Independent Directors of the Board. All Related Parties with a Financial Interest shall leave the room in which such deliberations are conducted. The Independent Directors of the Board will then determine whether the contemplated Related Party Transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination. The Corporation will not enter into any Related Party Transaction unless it is determined to be fair, reasonable and in the best interest of the Corporation at the time of such determination.

Consideration of Alternate Transactions and Compatibility Data.
If the contemplated Related Party Transaction pertains to compensation for services or the transfer of property or other economic benefit to a Related Party, the Independent Directors of
the Board must determine that the value of the economic benefit provided by the Corporation to the Related Party does not exceed the value of the consideration received in exchange by obtaining and reviewing appropriate comparable data prior to entering the transaction.

In those instances where the contemplated Related Party Transaction does not involve compensation, transfer of property or benefits to a Related Party, the Independent Directors of the Board must consider alternative transactions to the extent possible, prior to entering into such transaction.

**Comparability Data.** When considering the comparability of compensation, for example, the types of relevant Comparability Data that the Independent Directors of the Board may consider include, but are not limited to (1) compensation levels paid by similarly situated organizations, both exempt and non-exempt; (2) the availability of similar services within the same geographic area; (3) current compensation surveys compiled by independent firms; and (4) written offers from similar institutions competing for the same person's services. When the transaction involves the transfer of real property as consideration, the relevant factors include, but are not limited to (i) current independent appraisals of the property, and (ii) offers received in a competitive bidding process.

**Voting.** The Board shall, after considering alternate transactions and/or comparability data, determine in good faith by vote of the Independent Directors of the Board whether the transaction or arrangement is fair, reasonable, and in the best interest of the Corporation at the time of such decision. The transaction shall be approved by not less than a majority vote of the Independent Directors or Committee members present at the meeting. In conformity with the above criteria, the Board shall make its decision as to whether to enter into the transaction or arrangement and shall document the meeting contemporaneously under Section 5 of this Policy.

All Related Parties with a Financial Interest must not be present for deliberations and voting on the transaction or arrangement in which he or she has a Financial Interest. However, Related Parties are not prohibited from providing information regarding the transaction to the Board prior to the Board's deliberations. Only Independent Directors of the Board shall vote on Related Party Transactions. No Director or Officer shall vote, act, or attempt to influence improperly the deliberations on any matter in which he or she has been determined by the Board to have a Financial Interest. Any attempt to vote, act, or improperly influence deliberations by a Related Party on any matter with which such person has a Financial Interest may be grounds for removal from the Board or termination from the Corporation.

**Compensation.**
A voting member of the Board of Directors or an Officer who receives compensation directly or indirectly from the Corporation for services or a Director serving as a voting member of any Committee whose jurisdiction includes compensation matters is precluded from voting or acting on matters pertaining to that Director's or Officer's compensation.

No voting member of the Board or any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any Committee.
regarding compensation.

Section 4. Audit Committee Review. The Board may delegate to the Audit Committee, which shall be composed solely of Independent Directors, the adoption, implementation of and compliance with this policy. The Board may delegate to the Audit Committee review and approval of any Related Party Transaction involving a Related Party and the Corporation, as contained in this Policy; provided that if the Related Party Transaction is of a magnitude that would otherwise require full Board approval, the Committee shall submit the Related Party Transaction to the Board for consideration, providing its recommendation as to whether or not to approve it.

In the event the Board delegates the review and approval of Related Party transactions to a committee, all references to Board in this Policy shall be deemed to refer to such Committee and all references to a majority of the Board shall be deemed to refer to a majority of such Committee.

Section 5. Records of Proceedings. The minutes of all meetings of the Board and all Committee meetings at which a Related Party Transaction is considered shall contain:

- The names of the persons who disclosed or otherwise were determined to have a potential or actual Financial Interest and/or conflict of interest, the nature of the potential or actual Financial Interest and/or conflict of interest, any action taken to determine whether a Financial Interest or conflict of interest exists, and the Board's decision as to whether a Financial Interest and/or conflict of interest exists.

- The names of the persons who were present for discussions and votes relating to any determinations under Section 3 above, including whether the Related Party and any members not considered to be Independent Directors left the room during any such discussions, the content of such discussions, including discussion of alternative transactions, and whether or not the transaction with the Related Party was approved by the Board.

- The minutes shall be documented contemporaneously to the decision and discussion regarding the Financial Interest or conflict of interest.

Section 6. Initial and Annual Written Disclosures. Prior to a Director's initial election to the Board, or an Officer or Key Employee's employment at the Corporation, and thereafter on an annual basis, all Directors, Officers, and Key Employees shall disclose in writing to the Secretary of the Corporation:

(i) Any entity of which such person or a Relative of such person is an officer, director, trustee, member, owner, or employee and with which the Corporation has a relationship,

(ii) Any Financial Interest such person may have in any corporation, organization, partnership or other entity which provides professional or other goods or services to Corporation for a fee or other compensation, and
(iii) Any position or other material relationship such Director, Officer, Key Employee, or Relative of such person, may have with any not-for-profit corporation with which the Corporation has a business relationship.

A copy of each disclosure statement shall be kept in Corporation’s files and made available to any Director, Officer, or Key Employee upon request.

Section 7. Annual Statements. Each Director, Officer, and Key Employee shall annually sign and submit to the Secretary of the Corporation a statement which affirms such person: (a) has received a copy of this Policy, (b) has read and understands the Policy, and (c) has agreed to comply with the Policy.

I hereby confirm that I have read The Safe Center Li, Inc.'s Conflict of Interest Policy, and that my responses to the above questions are complete and correct to the best of my knowledge and belief. I will promptly report any information of which I become aware that may change this disclosure or require disclosure under this Policy.

Signature: ________________________________ Date: ________________________________
APPENDIX A - DEFINITIONS

CONFLICT OF INTEREST POLICY: THE SAFE CENTER II, INC.

• **Affiliate.** An affiliate of the Corporation is a person or entity that is directly or indirectly through one or more intermediaries, controlled by, in control of, or under common control with the Corporation.

• **Board of Directors.** The body responsible for the management of the Corporation.

• **Director.** Any voting or non-voting member of the governing board of a corporation, whether designated as a director, trustee, manager, governor, or by any other title.

• **Financial Interest.** A person has a Financial Interest if such person would receive an economic benefit, directly or indirectly, from any transaction, agreement, compensation agreement, including direct or indirect remuneration as well as gifts or favors that are not insubstantial or other arrangement involving the Corporation.

• **Independent Director.** A member of the Board of Directors (the “Board”) who:
  - Has not been an employee of the Corporation or an Affiliate of the Corporation within the last three years;
  - Does not have a Relative who has been a Key Employee of the Corporation or an Affiliate of the Corporation within the last three years;
  - Has not received and does not have a Relative who has received more than $10,000 in compensation directly from the Corporation or an Affiliate of the Corporation in any of the last three years (not including reasonable compensation or reimbursement for services as a Director, as set by the Corporation);
  - Does not have a substantial Financial Interest in and has not been an employee of, and does not have a Relative who has a substantial Financial Interest in or was an Officer of, any entity that has made payments to or received payments from, the Corporation or an Affiliate of the Corporation in excess of the lesser of: (a) $25,000 or (b) 2% of the Corporation’s consolidated gross revenue over the last three years (payment does not include charitable contribution);
  - Is not in an employment relationship under control or direction of any Related Party and does not receive payments subject to approval of a Related Party;
  - Does not approve a transaction providing economic benefits to any Related Party who in turn has approved or will approve a transaction providing economic benefits to the Director.

• **Key Employee.** A Key Employee is a person who is, or has within the last five years, been in a position to exercise substantial influence over the affairs of the Corporation. This includes, but is not limited to:
  - Voting members of the Board;
- **Officers**: A person who has the authority to bind the Corporation as designated in the bylaws of the Corporation.

- **Related Party**: Persons who may be considered a Related Party of the Corporation or an Affiliate of the Corporation under this Policy include:
  - Directors, Officers, or Key Employees of the Corporation or an Affiliate of the Corporation;
  - Relatives of Directors, Officers, or Key Employees;
  - any entity in which a person in (i) or (ii) has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%;
  - Founders of the Corporation;
  - Substantial contributors to the Corporation (within the current fiscal year or the past five fiscal years);
  - Persons owning a controlling interest (through votes or value) in the Corporation;
  - Any non-stock entity controlled by one or more Key Employees.

- **Related Party Transaction**: Any transaction, agreement or any other arrangement with the Corporation or an Affiliate of the Corporation in which a Related Party has a Financial Interest. Any Related Party Transaction will be considered a conflict of interest for purposes of this Policy.

- **Relative**: A Relative is a spouse, ancestor, child (whether natural or adopted), grandchild, great grandchild, sibling (whether whole or half blood), or spouse of a child (whether natural or adopted), grandchild, great grandchild or sibling (whether whole or half blood), or a domestic partner as defined in section 2994-A of the New York Public Health Law.
OFFICERS (7/2014):

Stephen G. Bondi, CPA – President

Robert Zuccaro, CPA – Treasurer (5/2018)

Carol A. Glick, Esq. – Secretary

MEMBERS AT LARGE:

Cara Cronin, Esq.

Henry Davidson
COUNTY OF NASSAU

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

1. Name of the Entity: The Safe Center LI, Inc.

Address: 15 Grumman Rd. West, Suite 1000

City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714

Country: 

2. Entity's Vendor Identification Number: 11-2442377

3. Type of Business: Other (specify) Not for Profit Corporation

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):


No principals have been attached to this form.

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

No shareholders, members or partners of firm.

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

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

None.

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

No lobbyist utilized.

1 File(s) uploaded BOD LIST.pdf
(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

No lobbying activity.

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

No registered lobbyist.

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

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

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

Cynthia Scott [CSCOTT@TSCLII.ORG]

Dated: 10/21/2019 02:43:22 PM
Title: Executive Director
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.
The Safe Center Board of Directors 2019

OFFICERS (7/2014):

Stephen G. Bondl, CPA — President

Robert Zuccaro, CPA — Treasurer (5/2018)

Carol A. Glick, Esq. — Secretary

MEMBERS AT LARGE:

Esther Fortunoff-Greene — Vice President

Cara Cronin, Esq.

Eric W. Penzer, Esq. — Vice President

Henry Davidson
Amendment #2

THIS AMENDMENT dated as of date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this “Amendment”) between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the “Department”), and (ii) The Safe Center L.I., Inc., having their principal office at 15 Grumman Road West, Suite 1000, Bethpage, New York 11714 (the “Contractor”).

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD15000007 between the County and the Contractor, executed on behalf of the County on February 29, 2016, as amended by Amendment number one (1), County contract amendment number CLPD18000008, executed on behalf of the County on April 2, 2019 (the “Original Agreement”), the Contractor provides certain law enforcement support services for the Department, which services are more fully described in the Original Agreement (the “Services”); and

WHEREAS, the term of the Original Agreement commenced on November 1, 2015 and shall terminate on October 31, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, that the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the “Term”), and

WHEREAS, the maximum amount of consideration to be paid under the Original Agreement is One Million Dollars ($1,000,000.00) (the “Maximum Amount”); and

WHEREAS, the County desires to renew and extend the Term of the Original Agreement and increase the Maximum Amount.

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

1. Term. The Term shall be extended by one (1) year so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be October 31, 2020, subject to the County's right of early termination pursuant to the Original Agreement.

2. Payment (a) Maximum Amount Increase. The Maximum Amount shall be increased by Two Hundred and Fifty Thousand Dollars ($250,000.00) so that the maximum amount payable under this Amended Agreement shall be One Million Two Hundred and Fifty Thousand Dollars ($1,250,000.00) (“Amended Maximum Amount”).

(b) Budget. The amount to be paid to Contractor for the Services provided during the period of November 1, 2019 to October 31, 2020 shall be in accordance with the Budget Summary (the “Budget”) attached to this Amendment as “Exhibit A” and incorporated herein. Amounts may be reallocated among line items in the Budget with the written approval of the Department.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.
IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

THE SAFE CENTER LI, INC.

By: [Signature]

Name: CYNTHIA SCOTT

Title: EXEC. DIRECTOR

Date: 10/24/19

NASSAU COUNTY

By: [Signature]

Name: [Name]

Title: Deputy County Executive

Date: [Date]

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK  

)  

) ss.:  

COUNTY OF NASSAU  

)  

On the 24th day of October, in the year 2019, before me personally came CYNTHIA SCOTT, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the EXEC. DIRECTOR of THE SAFE CENTER N.I.C.E., 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.

[Signature]

NOTARY PUBLIC

STATE OF NEW YORK  

) ss.:  

COUNTY OF NASSAU  

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

__________________________

NOTARY PUBLIC
Exhibit A

NASSAU COUNTY POLICE DEPARTMENT
BUDGET SUMMARY
November 1, 2019 - October 31, 2020

AGENCY NAME: The Safe Center LI, Inc.

NO. & STREET:  15 Grumman Road West, Suite 1000
CITY: Bethpage, NY 11714

FOR: NCPD Victim Safety Project

<table>
<thead>
<tr>
<th>CATEGORY OF EXPENDITURES</th>
<th>APPROVED BUDGET</th>
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</thead>
<tbody>
<tr>
<td>1. PERSONNEL</td>
<td>166,490.00</td>
</tr>
<tr>
<td>2. FRINGE BENEFITS</td>
<td>32,330.00</td>
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<tr>
<td>3. RENT/UTILITIES</td>
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<td>5. GENERAL OPERATING/OTPS</td>
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<td>STAFF TRAVEL</td>
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<td>OFFICE/PROGRAM SUPPLIES</td>
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<tr>
<td></td>
<td>INSURANCE</td>
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<td></td>
<td>COMPUTER CONSULTANT</td>
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<tr>
<td></td>
<td>FACILITY MAINTENANCE</td>
</tr>
<tr>
<td>6. NET BUDGET</td>
<td>250,000.00</td>
</tr>
</tbody>
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CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE SAFE CENTER L I INC 15-10 GRUMMAN ROAD WEST SUITE 1000 BETHPAGE, NY 11714</td>
<td>516-465-4700</td>
</tr>
</tbody>
</table>

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

<table>
<thead>
<tr>
<th>1c. Federal Employer Identification Number of Insured or Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>112442377</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>2a. Name of Insurance Carrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>ShelterPoint Life Insurance Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3a. Policy Number of Entity Listed in Box “1a”</th>
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<tbody>
<tr>
<td>DBL96450</td>
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<table>
<thead>
<tr>
<th>3b. Policy Number of Entity Listed in Box “1a”</th>
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<tr>
<td>DBL96450</td>
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</table>

<table>
<thead>
<tr>
<th>3c. Policy effective period</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/2018 to 03/31/2020</td>
</tr>
</tbody>
</table>

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer’s employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer’s employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/11/2018 By [Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier]

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Name and Title</th>
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</thead>
<tbody>
<tr>
<td>516-829-8100</td>
<td>Richard White, Chief Executive Officer</td>
</tr>
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IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed By [Signature of Authorized NYS Workers' Compensation Board Employee]

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Name and Title</th>
</tr>
</thead>
</table>

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)
### Certificate of Liability Insurance

**Date:** (MM/DD/YYYY) 09/20/2019

**Producer:**
TOG Insurance Brokerage Group Inc.
d/b/a The Obroman Companies
777 Westchester Ave
White Plains, NY 10004

**Insured:**
The Safe Center Li, Inc
15 Gruman Rd W
Beithpage, NY 11714

**Inurers:**

<table>
<thead>
<tr>
<th>Insurer A</th>
<th>Insurer B</th>
<th>Insurer C</th>
<th>Insurer D</th>
<th>Insurer E</th>
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<tbody>
<tr>
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<tr>
<td>18058</td>
<td>23850</td>
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**Coverages**

**Certificate Number:** 19-20 Lab Master

**Revision Number:**

**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(s) must have Additional Insured provisions or be endorsed. If Subrogation is Waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**
TOG Insurance Brokerage Group Inc.
d/b/a The Obroman Companies
777 Westchester Ave
White Plains, NY 10004

**Contact:**
Phlicia Obroman
(914) 684-8550
phroman@obroman.com

**Inurers Affording Coverage:**

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<thead>
<tr>
<th>Insurer A</th>
<th>Insurer B</th>
<th>Insurer C</th>
<th>Insurer D</th>
<th>Insurer E</th>
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<tbody>
<tr>
<td>Philadelphia Indemnity Ins Co</td>
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<tr>
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**Coverages**

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<tr>
<td>1,000,000/2,000,000</td>
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<td></td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:**

Certificate holder is included as additional insured as required by written contract or agreement.

**Certificate Holder:**
Nassau County
1 West Street
Mineola, NY 11501

**Cancellation:**

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:**

© 1988-2013 ACORD Corporation. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD.
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE (RENEWED)

OBERMAN COMPANIES
777 WESTCHESTER AVENUE
WHITE PLAINS NY 10604

POLICYHOLDER
THE SAFE CENTER LI INC
15 GRUMMAN RD W STE 1000
BETHPAGE NY 11714

CERTIFICATE HOLDER
NASSAU COUNTY
1 WEST STREET
MINEOLA NY 11501

<table>
<thead>
<tr>
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<th>CERTIFICATE NUMBER</th>
<th>POLICY PERIOD</th>
<th>DATE</th>
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<tbody>
<tr>
<td>H 587 593-5</td>
<td>847220</td>
<td>01/23/2020 TO 01/23/2021</td>
<td>12/17/2019</td>
</tr>
</tbody>
</table>

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 587 593-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS’ COMPENSATION UNDER THE NEW YORK WORKERS’ COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER’S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS’ NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 671151978
**Department:** Police Dept.  
**SERVICE:** Support services regarding domestic violence and abuse  
**Contract ID #:** CQP15000007  
**NIFS Entry Date:** 27-NOV-18  
**Term:** from 01-NOV-15 to 31-OCT-19

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<td>Blanket Resolution:</td>
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<td>2) Comptroller Approval Form Attached:</td>
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<td>3) CSBA Agmt. § 32 Compliance Attached:</td>
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<tr>
<td>4) Vendor Ownership &amp; Mgmt. Disclosure Attached:</td>
<td>Y</td>
</tr>
<tr>
<td>5) Insurance Required</td>
<td>Y</td>
</tr>
</tbody>
</table>

**Vendor Info:**  
**Name:** The Safe Center LLC, Inc.  
**Vendor ID #:** 1124442377  
**Address:** 15 Grumman Road West, Suite 1000  
**Bethpage, NY 11714**  
**Contact Person:** Cynthia Scott  
**Phone:** 516-465-4700

**Department:**  
**Contact Name:** Jaelyn Delle  
**Address:** 1 West St., Mineola, NY 11501  
**Phone:** 516-571-3054

---

**Routing Slip**

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<thead>
<tr>
<th>Department</th>
<th>NIFS Entry: X</th>
<th>28-NOV-18 -- JDELLEPD</th>
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<tbody>
<tr>
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<td>NIFA Approval: X</td>
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<td>County Atty.</td>
<td>Approval to Form: X</td>
<td>29-NOV-18 -- DMCDERMOTT</td>
</tr>
<tr>
<td>CPO</td>
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<td>27-DEC-18 -- KOHAGENCE</td>
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Contract Summary

Purpose: Amendment to an existing contract with the Safe Center LI, Inc. to provide the Nassau County Police Department with support services regarding domestic violence, sex abuse, and child abuse. The amendment exercises one of the available options to renew and extend the contract for one additional year, and increase the maximum amount by $250,000.

Method of Procurement: Contract amendment. Please see procurement history below.

Procurement History: This is a contract for human services with a not-for-profit agency. Safe Center LI, Inc. (formerly the Nassau County Coalition Against Domestic Violence, Inc.) is a well-established unique organization that has provided services to the NCPD previously, and was determined at the time of award to be the only source for the combination of services provided.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $250,000

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

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NIFS ID: CLPD18000008  Department: Police Dept.

Capital:

SERVICE: Support services regarding domestic violence and abuse

Contract ID #: CQPD15000007  NIFS Entry Date: 27-NOV-18  Term: from 01-NOV-15 to 31-OCT-19

Renewal
Time Extension: X
Add'l Funds: X
Blanket Resolution:
RBS#

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

Vendor Info:
Name: The Safe Center LI, Inc.
Address: 15 Grumman Road West
Suite 1000
Bethpage, NY 11714
Vendor ID#: 112442377
Contact Person: Cynthia Scott
Phone: 516-465-4700

Department:
Contact Name: Jaclyn Deleto
Address: 1 West St.
Mineola, NY 11501
Phone: 516-571-3054

Routing Slip

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28-NOV-18 -- JDELLEPD
29-NOV-18 -- JDELLEPD
07-DEC-18 -- APERSICH
03-DEC-18 -- JNOGID
29-NOV-18 -- NSARANDIS
29-NOV-18 -- DMCDERMOTT
27-DEC-18 -- KOHAGENCE
DCEC       Approval: X   27-DEC-18 -- JCHIARA
Dep. CE     Approval: X   07-JAN-19 -- TFOX
Leg. Affairs Approval/Review: X  31-JAN-19 -- KHORST
Legislature Approval:          
Comptroller Deputy:            
NIFA       NIFA Approval:      

Contract Summary

Purpose: Amendment to an existing contract with the Safe Center LI, Inc. to provide the Nassau County Police Department with support services regarding domestic violence, sex abuse, and child abuse. The amendment exercises one of the available options to renew and extend the contract for one additional year, and increase the maximum amount by $250,000.

Method of Procurement; Contract amendment. Please see procurement history below.

Procurement History: This is a contract for human services with a not-for-profit agency. Safe Center LI, Inc. (formerly the Nassau County Coalition Against Domestic Violence, Inc.) is a well-established unique organization that has provided services to the NCPD previously, and was determined at the time of award to be the only source for the combination of services provided.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $250,000

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

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<tr>
<td></td>
<td>TOTAL:</td>
<td>$250,000.00</td>
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</table>
NIFA  Nassau County Interim Finance Authority

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

1. Vendor: The Safe Center LI, Inc.

2. Dollar amount requiring NIFA approval: $250000

   Amount to be encumbered: $250000

   This is a Renewal

   If new contract - $ amount should be full amount of contract
   If amendment - $ amount should be full amount of amendment only

3. Contract Term: 11/1/2015 - 10/31/2019

   Has work or services on this contract commenced? Y __
   __

   If yes, please explain: Services continuing as amendment is routed through approvals.

4. Funding Source:

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

   Is the cash available for the full amount of the contract? Y  
   If not, will it require a future borrowing? N

   Has the County Legislature approved the borrowing? N/A
   Has NIFA approved the borrowing for this contract? N/A

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

   Amendment to an existing contract with the Safe Center LI, Inc. to provide the Nassau County Police Department with support services regarding domestic violence, sex abuse, and elder abuse. The amendmentexercise one of the available options to renew and extend the contract for one additional year, and
   increase the maximum amount by $250,000.

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:

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>
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 deliberation.

APERSICH

Authenticated User

07-DEC-18

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.
RULES RESOLUTION NO. 20 – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND THE SAFE CENTER LI, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with The Safe Center LI, Inc. to provide support services for victims of domestic violence, sexual abuse, and child abuse, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with The Safe Center LI, Inc.
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: Safe Center Li, Inc. (CLPD18000008)

CONTRACTOR ADDRESS: 15 Grumman Rd. West, Suite 1000, Bethpage NY 11714

FEDERAL TAX ID #: 112442377

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

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

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

The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date]. [State #] proposals were received and evaluated. The evaluation committee consisted of: [list # of persons on committee and their respective departments]. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III.  ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on February 29, 2016 [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 the selection of the Safe Center LI, Inc., a well established unique organization that had previously contracted with the
Nassau County Police Department to provide these services. This vendor was determined to be the only non-profit capable of providing the combination of services required under the contract. [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 experiences, 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 number ____________________________ 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. 256, 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.

[Signature]
Department Head Signature

[Date]

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

Compt. form Para./Prof. Servs/ops Contracts Rev. 01/18 3
Amendment #1

THIS AMENDMENT dated as of date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County" or "Customer"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) The Safe Center LI, Inc., having their principal office at 15 Grumman Road West, Suite 1000, Bethpage, New York 11714 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD15000007 between the County and the Contractor, executed on behalf of the County on February 29, 2016 (the "Original Agreement"), the Contractor provides certain law enforcement support services for the Department, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement commenced on November 1, 2015 and shall terminate on October 31, 2018 (the "Term"), and

WHEREAS, the Original Agreement contains two (2) renewal options (each renewal option shall be referred to as a "Renewal Option"); and

WHEREAS, each Renewal Option is one (1) year in duration; and

WHEREAS, the maximum amount of consideration to be paid under the Original Agreement is Seven Hundred and Fifty Thousand Dollars ($750,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the first Renewal Option under the Original Agreement and increase the Maximum Amount; and

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

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

1. Term. The County hereby elects to exercise the first Renewal Option thereby extending the Term for an additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be October 31, 2019, subject to the County's right of early termination pursuant to the Original Agreement.

2. Payment. (a) The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Fifty Thousand Dollars ($250,000.00) so that the maximum amount payable under this Amended Agreement shall be One Million Dollars ($1,000,000.00) ("Amended Maximum Amount").

(b) The amount to be paid to Contractor for the Services provided during the period of November 1, 2018 to October 31, 2019 shall be in accordance with the Budget Summary
attached to this Amendment (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Department.

3. **Compliance with Law.** The following sections shall be added to the Original Agreement Section 3, "Compliance with Law:

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

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

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

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

The Safe Center LI, Inc.

By: [Signature]

Name: CYNTHIA SCOTT

Title: EXECUTIVE DIRECTOR

Date: 11/16/18

NASSAU COUNTY

By: [Signature]

Name: Tadum J. Fox

Title: Deputy County Executive

Date: 4/2/19

PLEASE EXECUTE IN BLUE INK.
STATE OF NEW YORK

COUNTY OF NASSAU

On the 6th day of November in the year 2018 before me personally came

CYNTHIA SCOTT to me personally known, who, being by me duly sworn, did depose and say

that he or she resides in the County of NASSAU; that he or she is the EXECUTIVE DIRECTOR of

THE SAFE CENTER, INC., the corporation described herein and which executed the above

instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.

NOTARY PUBLIC

STATE OF NEW YORK

COUNTY OF NASSAU

On the 2nd day of April in the year 2019 before me personally came

TATUM JFOX 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
NASSAU COUNTY POLICE DEPARTMENT
BUDGET SUMMARY
November 1, 20187 - October 31, 2019

AGENCY NAME: The Safe Center I.I., Inc.

NO. & STREET: 15 Grumman Road West, Suite 1000
CITY: Bethpage, NY 11714

FOR: NCPD Victim Safety Project

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<tr>
<td>6. NET BUDGET</td>
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New York State Insurance Fund

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

POLICYHOLDER
THE SAFE CENTER LI INC
12 GRUMMAN RD W STE 1000
BETHPAGE NY 11714026

CERTIFICATE HOLDER
NASBAU COUNTY
1 WEST STREET
MINEOLA NY 11501

POLICY NUMBER: H 057 093-5
CERTIFICATE NUMBER: 103030

POLICY PERIOD: 01/23/2019 TO 01/22/2019

DATE: 1/11/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. H 057 093-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 57057940
COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO

DATE: December 21, 2018

TO: Kate O’Hagen, Procurement Compliance Analyst
    Robert Cleary, Chief Procurement Officer

FROM: Commissioner of Police

SUBJECT: COUNTY CONTRACT AMENDMENT NUMBER CLPD13000008
SAFE CENTER LI, INC. — SOLE SOURCE JUSTIFICATION

This memorandum is submitted in response to your request for an updated sole source justification for the above-mentioned contract amendment. The purpose of this amendment is to exercise one of the two available options to renew and extend a contract with Safe Center LI, Inc. ("Safe Center") for law enforcement support services. This contract was entered into after Safe Center was selected by the Police Department and approved as a sole source to deliver a broad base of services to victims of domestic violence and sexual assault in Nassau County.

Safe Center was formed by the merger of two former not-for-profit agencies that separately serviced the victims of domestic abuse and child abuse in our geographical area — the Nassau County Coalition Against Domestic Violence (NCCADV) and the Coalition Against Child Abuse and Neglect (CACAN). These organizations provided services to victims of abuse for over thirty years. Safe Center offers a broad spectrum of services including group counseling, shelter and housing assistance, immigration services, individual therapy, and adult basic education. Its staff is comprised of highly trained professionals well qualified to enhance the recovery of trauma victims and their non-offending family members.

The Police Department, through the course of its daily operations, encounters the need to aid victims of domestic violence and sexual assault. Safe Center has developed a comprehensive program that integrates professional expertise from a variety of disciplines in order to meet the complex needs of victims, and it operates Nassau County’s Domestic Violence and Rape/Sexual Assault Hotlines, as well as a shelter for domestic violence victims and their children. Safe Center is a well-established and uniquely qualified organization with a long history of working with the Police Department, as well as the Nassau County District Attorney’s Office and other local agencies. There is no other organization in our area that possesses the experience, staff, resources, facilities, and affiliations to provide the combination of services required under this contract.

I trust this memo satisfies your inquiry, however, please do not hesitate to contact my office if you have any additional questions.

PJR/jd

Patrols J. Ryder
Commissioner of Police
**Contract Details**

<table>
<thead>
<tr>
<th>New</th>
<th>Renewal</th>
<th>Amendment</th>
<th>Time Extension</th>
<th>Addl. Funds</th>
<th>Blanket Resolution</th>
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<tr>
<th>Item</th>
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<tr>
<td>1) Mandated Program:</td>
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<td>Yes</td>
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<tr>
<td>2) Comptroller Approval Form Attached:</td>
<td></td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>3) CSEA Agreement § 32 Compliance Attached:</td>
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<tr>
<td>4) Vendor Ownership &amp; Mgmt. Disclosure Attached:</td>
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<td>5) Insurance Required</td>
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**NIFS ID #:** COPD15-000000 07  
**NIFS Entry Date:** 11-14-15  
**Term:** from 11/1/2015 to 10/31/2018

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**Agency Information**

**Vendor**

<table>
<thead>
<tr>
<th>Name</th>
<th>Safe Center LI, Inc.</th>
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<tbody>
<tr>
<td>Vendor ID</td>
<td>112442377-01</td>
</tr>
<tr>
<td>Address</td>
<td>15 Grumman Road West, Suite 1000, Bethpage New York 11714</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Sandy Olivia, Executive Director</td>
</tr>
<tr>
<td>Phone</td>
<td>516-465-4700 / <a href="mailto:SOlivia@sfli.org">SOlivia@sfli.org</a></td>
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**County Department**

<table>
<thead>
<tr>
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<th>Police</th>
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<tbody>
<tr>
<td>Sergeant</td>
<td>Judith Hoffman</td>
</tr>
<tr>
<td>Address</td>
<td>1490 Franklin Avenue, Mineola 11501</td>
</tr>
<tr>
<td>Phone</td>
<td>516-573-7400</td>
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**Routing Slip**

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<th>Internal Verification</th>
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<td>OMB</td>
<td>NIFS Approval (Contractor Registered)</td>
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<td>CA Re &amp; Insurance Verification</td>
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<td>County Attorney</td>
<td>CA Approval as to form</td>
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<td></td>
<td>Legislative Affairs</td>
<td>[Original Contract to CA]</td>
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<td>12/1/16</td>
<td>County Executive</td>
<td>Notification Filed with Clerk of the Leg.</td>
<td>[Signature]</td>
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PR5254 (1/06)
Contract Summary

Description: New contract with Safe Center LI, (formerly: Nassau County Coalition Against Domestic Violence), Inc., for support services with regard to domestic violence, sexual abuse, and child abuse.

Purpose: The Contractor will assist the Department in its goal of the prevention of abuse by providing a helpline to access information, development and dissemination of educational materials, outreach, and counseling, and referrals.

Method of Procurement: This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Safe Center LI, Inc. (formerly Nassau County Coalition Against Domestic Violence, Inc.) is a well-established unique organization that has already been working with Nassau County Police Department, and the Department would like to continue their services. This vendor is the only source for the combination of services provided and there are no other vendors that provide this combination of services.

Procurement History: None.

Description of General Provisions: Contractor will assist the Department in the prevention and treatment of abuse by providing the Department with assistance in the following areas: education, general advocacy, referrals, policy and legislative support services.

Impact on Funding/Price Analysis: For calendar year 2015 expenditures, $41,667.00 will be partially encumbered in accordance with paragraph 3.b of Agreement.

Change in Contract from Prior Procurement: None.

Recommendations: approve as submitted.

Advisement Information

<table>
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<tr>
<th>BUDGET CODES</th>
<th>FUNDING SOURCE</th>
<th>AMOUNT</th>
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<tr>
<td>Fund: PDH</td>
<td>Revenue Contract</td>
<td>$41,667.00</td>
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<tr>
<td>Control: PDH110</td>
<td>County</td>
<td>$41,667.00</td>
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</table>
| Resp: PDH1135 | Federal | $
| Object: D1500 | State | $
| Transaction: 103 | Capital | $
|               | Other | $
|               | TOTAL | $41,667.00 |


Date: 11/14/15

PR5254 (1/06)
RULES RESOLUTION NO. 8 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND THE SAFE CENTER, LI INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on ___-___-___
VOTING:
aye_7 nayes_0 abstained_0 recused_0
Legislators present_7

WHEREAS, the County has negotiated a personal services agreement with the Safe Center LI, Inc. to provide support and assistance for victims of domestic violence, sexual abuse and child abuse, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the Safe Center LI, Inc.
DATE: January 14, 2016

SUBJECT: DOMESTIC ABUSE PREVENTION AND TREATMENT SERVICES – THE SAFE CENTER OF LONG ISLAND, INC.

This memorandum is pursuant to section VI of the Comptroller Approval form, attached, explaining the selection of the SAFE Center LI to deliver a broad base of services to victims of domestic violence and rape/sexual assault in Nassau County.

The Nassau County Police Department, through the course of its daily operations, encounters needs for victims of domestic violence and rape/sexual assault to be provided assistive resources. The SAFE Center of Long Island, Inc. (formerly Nassau County Coalition Against Domestic Violence - NCCADV), founded in 1977, is the only agency in Nassau County providing a combination of comprehensive services to victims of domestic violence and rape/sexual assault.

The SAFE Center operates the County's Domestic Violence and Rape/Sexual Assault Hotlines, as well as a shelter for domestic violence victims and their children. Direct services include the two 24-hour hotlines for rape/sexual assault and domestic/dating violence, crisis intervention, counseling, advocacy, legal assistance, shelter, and emergency room escort for rape/sexual assault and domestic violence victims. Recognized as providing professional services and acting as the hub of an extensive resource and referral network, the Coalition is utilized by law enforcement agencies, the Courts, human service agencies, medical providers, and other systems throughout the County as the primary resource for assisting victims and for acquiring information and training. The SAFE Center has developed a comprehensive program that integrates professional expertise from a variety of disciplines in order to meet the complex needs of victims. Agency units work closely with each other, bringing together their specialized knowledge and skills to provide an easy access/rapid response network of critical services. The SAFE Center also works vigorously to increase public awareness, train professionals, advocate for needed system changes, and ensure social accountability and responsiveness in identifying and assisting victims. Bilingual services are available for all agency programs.

Based on the foregoing, The SAFE Center of Long Island, Inc. has proven to be uniquely qualified to provide the services required by the County.

[Signature]
Thomas C. Krumpter
Acting Commissioner
CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of ______________, 201__ (together with the schedules, appendices, attachments and exhibits if any hereto, this “Amendment”), 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the “Department”) and (ii) Safe Center LI, Inc., having their principal office at 15 Grumman Road West Suite 1000, Bethpage, N.Y. 11714 (the “Contractor”).

WITNESSETH:

WHEREAS, Contractor is a not-for-profit 501 (c)(3) (IRC) community and victim’s rights organization dedicated to the prevention and treatment of domestic abuse through the provision of education, advocacy, victim services, treatment, policy and legislative support services. In addition, the Contractor provides support and assistance for victims of domestic violence, sexual abuse and child abuse.

WHEREAS, Contractor made a proposal to the Department for the receipt of monies pursuant to the terms and conditions described in this Agreement; and

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

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

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 as of November 1, 2015 and terminate October 31, 2018 (“Term”), unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the following:

   (a) Support Services for Law Enforcement. The Contractor shall work in conjunction with the goals of the Department in the prevention of domestic violence, sexual abuse, and child abuse by providing services to the residents of Nassau County, including, but not limited to:

      i. Domestic Violence/Sexual Abuse Hotline;

      ii. Development and dissemination of educational materials and information to prevent abuse;

      iii. Community Educational Programs geared to prevent abuse including but not limited to schools, camps, sports leagues, community, and youth groups;
iv. Professional Education Programs focusing on the identification and Reporting of abuse, Abuse Prevention and Intervention;

v. Victim support services for child and adult victims of domestic violence, sexual abuse and child abuse; and

vi. Policy Support.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to the Contractor as full consideration for the Contractor’s services under this Agreement shall be Seven Hundred Fifty Thousand dollars ($750,000.00)(Maximum Amount). All moneys expended pursuant to this Agreement shall be in accordance with the budget as referenced in subparagraph (ii) of this Agreement. Contractor agrees to hire a Certified Public Accountant (“CPA”) licensed by New York State to audit its books and records to account for the $750,000.00. This audit is in addition to any audit or inspection that may take place in accordance with paragraph 12 of this Agreement. The CPA’s audit report shall be mailed to the Nassau County Comptroller at 240 Old Country Road, Mineola, New York 11501 with a copy to the Nassau County Police Department, Office of Chief of Detectives, 1490 Franklin Avenue, Mineola, New York 11501. At the expiration of the term of this Agreement, and/or at any time requested, Contractor shall provide the Department, with a full accounting of the expenditure of all funds allocated under this Agreement.

(ii) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the “Budget”). Amounts may be reallocated among line items in the Budget with the written approval of the Department.

(b) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement, on a pro-rata basis per calendar year. The Contractor further acknowledges that the first encumbrance shall be $41,667.00 Dollars for the 2015 calendar year.

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

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

(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 BB attached hereto and with the County’s vendor registration protocol. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) 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 asexercise 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.

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 claim 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 claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(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 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 with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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, (g) 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) 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
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.** Waived, Contractor is a not-for-profit organization.

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 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.

[The remainder of this page is intentionally left blank.]
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SAFE CENTER LI, INC.

By: [Signature]

Name: CYNTHIA SCOTT
Title: CO-EX. DIRECTOR
Date: 10/5/15

NASSAU COUNTY

By: [Signature]

Name: Chris [Last Name]
Title: County Executive
Deputy County Executive
Date: 2/23/16

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 6th day of October in the year 2015 before me personally came Sandra Elizabeth Scinto, whom I knew to be personally known, who, being by me duly sworn, did depose and say that she resides in the County of Suffolk/Nassau that she is the CO-EX. DIRECTOR of THE SAFETY CENTER, LI, the corporation described herein and which executed the above instrument; and that she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]

NOTARY PUBLIC

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 29th day of February in the year 2016 before me personally came Charles K. Bendo, whom I knew to be 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.

[Signature]

NOTARY PUBLIC
Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.
As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/ notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A
chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix E, 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 E, 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 E, 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:

   **Sandra Diala / Cynthia Scott** (Name)
   15 Grumman Rd, West #1000, Bethpage, NY 11714 (Address)
   516-465-4700 (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 / 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:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

18
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ______ has ______ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

SEE ATTACHED

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.

Dated

10/5/15

Signature of Chief Executive Officer

SANDRA BLAIR / CYNTHIA SCOTT
Name of Chief Executive Officer

Sworn to before me this

5th day of October 2015

Notary Public

Lois Schwaneber
Notary Public, State of NY
Reg. No. 02535036672
Comm. Expires 01/04/2019
Although The Safe Center LI is not certain whether this falls within the information request, during the past 5 years, 2 former employees had filed complaints with the New York State Division of Human Rights (NYSDHR). The complaints were not initiated by any governmental agency. However, once someone files a complaint with the NYSDHR, this automatically triggers an investigation by the NYSDHR. These matters have since been dismissed by the NYSDHR.

A complaint has been filed by a client of the agency and is currently under review by the NYSDHR.
NASSAU COUNTY POLICE DEPARTMENT
BUDGET SUMMARY
November 1, 2015 - October 31, 2016

AGENCY NAME: The Safe Center LI, Inc.

NO. & STREET: 15 Grumman Road West, Suite 1000
CITY: Bothpage, NY 11714

FOR: NCPD Victim Safety Project

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<td>DIRECTOR OF EDUCATION</td>
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<td>AS SOC DIR OF EDUCATION</td>
<td>DIANE HAYES</td>
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NIFS ID: CLCO19000004  Department: Comptroller

Capital:

Contract ID #: CQCO16000001  NIFS Entry Date: 15-NOV-19  Term: from 01-JAN-16 to 31-DEC-19

Amendment
Time Extension:
Addl. Funds: X
Blanket Resolution:
RFS#

1) Mandated Program:  N
2) Comptroller Approval Form Attached:  Y
3) CSEA Agmt. § 32 Compliance Attached:  N
4) Vendor Ownership & Mgmt. Disclosure Attached:  Y
5) Insurance Required  Y

Vendor Info:
Name: Albrecht Viggiano Zureck & Company P.C.
Address: 25 Suffolk Court
Hauppauge, New York 11788

Vendor ID#:  
Contact Person: CPA
Phone:

Department:
Contact Name: Sergio A. Blanco
Address: 240 Old Country Road, Mineola, NY
Phone: 516-571-2854

Routing Slip

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### Contract Summary

**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:** This is a three-year contract with an option to extend for two additional one-year periods at the sole discretion of the Department.

**Impact on Funding / Price Analysis:** $21,000.00 for additional services in connection with the CAFR. Amount was increased 21,000. Maximum Amount not to exceed $384,250.00

**Change in Contract from Prior Procurement:** n/a

**Recommendation:** (approve as submitted) Approve as Submitted

### Advisement Information

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**RENEWAL**

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**TOTAL** $21,000.00
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. to assist 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 amended agreement with Albrecht, Viggiano, Zureck & Company, P.C.
NIFA
Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Albrecht Vigliano Zureck & Company P.C.

2. Dollar amount requiring NIFA approval: $21000

   Amount to be encumbered: $21000

   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:
   Has work or services on this contract commenced? Y __

   If yes, please explain:

4. Funding Source:

   X General Fund (GEN)             Grant Fund (GRT) 
   Capital Improvement Fund (CAP)   Federal %  0
   Other                           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
   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:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

IQURESHEI 20-DEC-19
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.
COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

CONTRACTOR NAME: Albrecht, Viggiano, Zureck & Company, P.C.

CONTRACTOR ADDRESS: 25 Suffolk Ct., Hauppauge, NY 11788

FEDERAL TAX ID #: ————————————————————

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]. [number] 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

11/25/19

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Thomas Ruggiero [TRUGGIERO@AVZ.COM]

Dated: 09/26/2019 01:11:58 PM

Vendor: Albrecht, Viggiano, Zureck & Co., P.C.

Title: Partner
COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None- AVZ does not have a lobbyist or retain a lobbyist organization.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None- AVZ does not have a lobbyist or retain a lobbyist organization.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None- AVZ does not have a lobbyist or retain a lobbyist organization.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None- AVZ does not have a lobbyist or retain a lobbyist organization.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None- AVZ does not have a lobbyist or retain a lobbyist organization.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Thomas Ruggiero [TRUGGIERO@AVZ.COM]

Dated: 09/26/2019 01:13:39 PM

Vendor: Albrecht, Viggiano, Zureck & Co., P.C.

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, solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing, the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" **does not include** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal Name: Robert Quarte
   Date of birth: ____________________________
   Home address: ____________________________
   City: __________________ State/Province/Terr.: NY Zip/Postal: ______ Country: US
   Business Address: 25 Suffolk Court
   City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
   Telephone: ____________________________
   Other present address(es):
   City: __________________ State/Province/Terr.: _____ Zip/Postal: ______ Country: ______
   Telephone: ____________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___________________________________ Treasurer ____________________________ 02/01/1998
   Chairman of Board ___________________________ Shareholder ____________________________
   Chief Exec. Officer ___________________________ Secretary ____________________________
   Chief Financial Officer _________________________ Partner ____________________________ 02/01/1998
   Vice President ________________________________ (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO _______ If Yes, provide details.
   Greater than 10% ownership.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ____ NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [X] NO _______ If Yes, provide details.
   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.

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?

Page 1 of 5
Rev. 3-2016
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [ ] X If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [ ] X If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9.  

a. Is there any felony charge pending against you?  
YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response
to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.
I, [Robert Quarte], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Robert Quarte], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Albrecht, Viggiano, Zureck & Company, P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Quarte [RQUARTE@AVZ.COM]

Partner
Title

11/05/2019 12:32:46 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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: ________________________________
   Home address: ________________________________
   City: ___________________________ State/Province/Terr.: NY Zip/Postal: _______ Country: US
   Business Address: 25 Suffolk Court
   City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
   Telephone: ________________________________
   Other present address(es):
   City: ___________________________ State/Province/Terr.: _______ Zip/Postal: _______ Country: _______
   Telephone: ________________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner
   09/01/2003
   09/01/2003

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ______ If Yes, provide details.
   Yes, greater than 10% ownership.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ______ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES X NO ______ If Yes, provide details.
   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. Treasurer - Habitat for Humanity of Suffolk.

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?

Page 1 of 5
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES □ NO □ X □ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9. a. Is there any felony charge pending against you?
   YES   NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
      YES   NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
      YES   NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
      YES   NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
      YES   NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
      YES   NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
    YES   NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response
to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

12.  In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? 
YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

13.  For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.
I, [Jeffrey Davoli], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Jeffrey Davoli], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
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Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jeffrey Davoli [JDAVOLI@AVZ.COM]

Partner
Title

11/05/2019 12:34:02 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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: ____________________________
   Home address: ____________________________
   City: ___________________ State/Province/Terr.: NY Zip/Postal: _______ Country: US
   Business Address: 25 Suffolk Court
   City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
   Telephone: ____________________________
   Other present address(es): ____________________________
   City: ___________________ State/Province/Terr.: _______ Zip/Postal: _______ Country: _______
   Telephone: ____________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner
   09/01/2003
   09/01/2003

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO If Yes, provide details.
   Greater than 10% ownership.

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 [X] 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 [X] NO If Yes, provide details.
   The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by those entities.

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?
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [x] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9.  
   a. Is there any felony charge pending against you?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
    YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response...
to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If yes, provide an explanation of the circumstances and corrective action taken.</th>
</tr>
</thead>
</table>

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If yes, provide an explanation of the circumstances and corrective action taken.</th>
</tr>
</thead>
</table>

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If yes, provide an explanation of the circumstances and corrective action taken.</th>
</tr>
</thead>
</table>
I, [Charles Mattern], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Charles Mattern], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Charles Mattern [CMATTERN@AVZ.COM]

Partner
Title

11/05/2019 01:32:48 PM
Date
**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**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:**  
   **Home address:**  
   **City:**  
   **State/Province/Terr.:** NY  
   **Zip/Postal:**  
   **Country:** US  
   **Business Address:** 25 Suffolk Court  
   **City:** Hauppauge  
   **State/Province/Terr.:** NY  
   **Zip/Postal:** 11788  
   **Country:** US  
   **Telephone:**  
   **Other present address(es):**  
   **City:**  
   **State/Province/Terr.:**  
   **Zip/Postal:**  
   **Country:**  
   **Telephone:**  
   List of other addresses and telephone numbers attached

2. **Positions held in submitting business and starting date of each (check all applicable)**  
   - President  
   - Chairman of Board  
   - Treasurer  
   - Chairman of Board  
   - Treasurer  
   - Chairman of Board  
   - Treasurer  
   - Chairman of Board  
   - Treasurer  
   **Secretary**  
   **Partner**  
   **09/01/2003**  
   **09/01/2003**  
   **(Other)**

3. **Do you have an equity interest in the business submitting the questionnaire?**  
   **YES**  
   **X**  
   **NO**  
   **If Yes, provide details.**  
   Greater than 10% ownership.

4. **Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?**  
   **YES**  
   **NO**  
   **X**  
   **If Yes, provide details.**

5. **Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?**  
   **YES**  
   **X**  
   **NO**  
   **If Yes, provide details.**  
   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.

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?**

---

Page 1 of 5
7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES   NO   X  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9. a. Is there any felony charge pending against you?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response
to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES  [ ]  NO  [ ]  X  [ ]  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES  [ ]  NO  [ ]  X  [ ]  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES  [ ]  NO  [ ]  X  [ ]  If yes, provide an explanation of the circumstances and corrective action taken.
I, [Joseph Ferreira] , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Joseph Ferreira] , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Ferreira [JFERREIRA@AVZ.COM]

Partner
Title

11/05/2019 02:28:43 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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: ________________________________
   Home address: ________________________________
   City: ____________________ State/Province/Terr.: NY Zip/Postal: ______ Country: US
   Business Address: 25 Suffolk Court
   City: Hauppauge State/Province/Terr.: NY Zip/Postal: 11788 Country: US
   Telephone: ________________________________
   Other present address(es): ________________________________
   City: ________________________________ State/Province/Terr.: Zip/Postal: ______ Country: ______
   Telephone: ________________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ________________________________ Treasurer ________________________________
   Chairman of Board ________________________________ Shareholder 07/01/2007
   Chief Exec. Officer ________________________________ Secretary
   Chief Financial Officer ________________________________ Partner 07/01/2007
   Vice President ________________________________
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO ________ If Yes, provide details.
   Greater than 10% ownership.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ________ NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [X] NO ________ If Yes, provide details.
   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.

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?
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES  NO  X  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9.

a. Is there any felony charge pending against you?
   YES   NO   X If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES   NO   X If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES   NO   X If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES   NO   X If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES   NO   X If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES   NO   X If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES   NO   X If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response
to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES _____  NO _____  X _____ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES _____  NO _____  X _____ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES _____  NO _____  X _____ If yes, provide an explanation of the circumstances and corrective action taken.
I, [John Shillingsford], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [John Shillingsford], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Shillingsford [JSHILLINGSFORD@AVZ.COM]

Partner
Title

11/05/2019 12:31:56 PM
Date

Page 5 of 5
Rev. 3-2016
Business History Form Attachment (continued)

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.
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: 11/22/2019

1) Proposer's Legal Name: Albrecht, Viggiano, Zureck & Co., P.C.

2) Address of Place of Business: 25 Suffolk Court
   City: Hauppauge  State: NY  Zip Code: 11788

3) Mailing Address (if different):
   City:  State:  Zip Code:
   Phone: (631) 434-9500

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: 11-2556624

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business? YES X NO If yes, please provide details:
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) Does this business control one or more other businesses? YES X NO If yes, please provide details:
The Company's partners control the affiliates by common ownership among the businesses.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? YES X NO If yes, please provide details:
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.
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 □  X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
   YES □  NO □  X If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
   YES □  NO □  X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
   YES □  NO □  X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
   a) Any felony charge pending?
      YES □  NO □  X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

   b) Any misdemeanor charge pending?
      YES □  NO □  X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

   c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
      YES □  NO □  X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
   YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the  
   circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
   YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the  
   circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any  
   sanction imposed as a result of judicial or administrative proceedings with respect to any professional license  
   held?  
   YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the  
   circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable  
   federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
   YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all  
   questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the  
   questionnaire.

17) Conflict of Interest:  
   a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly  
      state "No conflict exists."
      (i) Any material financial relationships that your firm or any firm employee has that may create a conflict  
          of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
          No conflict exists

      (ii) Any family relationship that any employee of your firm has with any County public servant that may  
          create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau  
          County.  
          No conflict exists

      (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a  
          conflict of interest in acting on behalf of Nassau County.  
          No conflict exists

   b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of
interest would not exist for your firm in the future. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify any conflicts of interest.

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.

Have you previously uploaded the below information under in the Document Vault?
YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation; 07/03/1950

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached.

1 File(s) Uploaded

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 70

vi) Annual revenue of firm; 13500000

vii) Summary of relevant accomplishments

1 File(s) Uploaded

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded

B. Indicate number of years in business.

69

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.

<table>
<thead>
<tr>
<th>Company</th>
<th>Town of Oyster Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Christine Wiss</td>
</tr>
<tr>
<td>Address</td>
<td>74 Audrey Avenue</td>
</tr>
<tr>
<td>City</td>
<td>Oyster Bay</td>
</tr>
<tr>
<td>Telephone</td>
<td>(516) 624-6458</td>
</tr>
<tr>
<td>Fax #</td>
<td>(516) 922-8186</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:cwiss@oysterbay-ny.gov">cwiss@oysterbay-ny.gov</a></td>
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<tr>
<td>Contact Person</td>
<td>Kevin Conroy</td>
</tr>
<tr>
<td>Address</td>
<td>One Washington Street</td>
</tr>
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<td>City</td>
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<tr>
<td>Telephone</td>
<td>(516) 489-5000</td>
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<tr>
<td>Fax #</td>
<td>(516) 622-8087</td>
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<tr>
<td>E-Mail Address</td>
<td><a href="mailto:kconroy@tohmail.org">kconroy@tohmail.org</a></td>
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<td>Joseph Ludwig</td>
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<tr>
<td>Address</td>
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<td>(631) 224-5701</td>
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<tr>
<td>E-Mail Address</td>
<td><a href="mailto:comptrollersoffice@islipny.gov">comptrollersoffice@islipny.gov</a></td>
</tr>
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I, [Thomas Ruggiero], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Thomas Ruggiero], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Albrecht, Viggiano, Zureck & Co, P.C.

[Signature]

Electronically signed and certified at the date and time indicated by:
[Email: TRUGGIERO@AVZ.COM]

[Partner]
[Title]

[Date: 11/22/2019 11:43:28 AM]

[Date]
In 10% ownership
In 10% ownership
In 10% ownership

In 10% ownership

0% ownership
In 10% ownership
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, 2019, that its most recent annual report/uniform business report was filed on February 6, 2019, 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 February, 2019

Secretary of State

Tracking Number: 6077652201CR

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sumbiz.org/Filings/CertificateOfStatus/CertificateAuthentication
NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 15, 2019.

Selected Entity Name: ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.
Selected Entity Status Information

Current Entity Name: ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.
DOS ID #: 687036
Initial DOS Filing Date: MARCH 20, 1981
County: NASSAU
Jurisdiction: NEW YORK
Entity Type: DOMESTIC PROFESSIONAL CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)
ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.
25 SUFFOLK ST.
HAUPPAUGE, NEW YORK, 11788

Chief Executive Officer
THOMAS J MURRAY
25 SUFFOLK CT
HAUPPAUGE, NEW YORK, 11788

Principal Executive Office
ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.
25 SUFFOLK CT
HAUPPAUGE, NEW YORK, 11788

Registered Agent
NONE

https://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENTITY_INFORMATION?p_t... 10/16/2019
This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares  Type of Stock  $ Value per Share
1000          No Par Value

*Stock information is applicable to domestic business corporations.

Name History

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<th>Entity Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAR 20, 1981</td>
<td>Actual</td>
<td>ALBRECHT, VIGGIANO, ZURECK &amp; COMPANY, P.C.</td>
</tr>
</tbody>
</table>

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.
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: Hauppauge State: NY Zip Code: 11788

2. Entity's Vendor Identification Number: 11-2556624

3. Type of Business: Other (specify) Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

   1 File(s) uploaded

   No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

   If none, explain.

   1 File(s) uploaded

   No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

   AVZ Wealth Management

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

   Are there lobbyists involved in this matter?
   YES [ ] NO [X] 

   (a) Name, title, business address and telephone number of lobbyist(s):
   None- there were no lobbying activity.

   (b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
   None- there were 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.

Electronically signed and certified at the date and time indicated by:
Thomas Ruggiero [TRUGGIERO@AVZ.COM]

Dated: 11/21/2019 10:45:11 AM

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.
AMENDMENT NO. 2

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 CQCO1600001 between the County
and the Contractor, executed on behalf of the County on April 11, 2016, and as amended by
Amendment 1, County contract number CLCO1700003, executed on behalf of the County on
June 13, 2017 (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
terminates 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 Department has exercised its option to renew the Original Agreement so
that the term of the agreement was renewed until December 31, 2019 (the "Renewed Term"); and

1
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 for a total maximum amount of Three Hundred Sixty-Three Thousand Two Hundred Fifty and 00/100 Dollars (363,250.00) ("Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to 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 ($21,050.00) as compensation for additional accounting-related services relating to the Contractor’s assistance with the preparation of the County’s financial statements, 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 Three Hundred Eighty-Four Thousand Two Hundred Fifty and 00/100 Dollars (384,250.00) for all Fiscal Year Services (the "Amended Maximum Amount").

2. **Full Force and Effect**: All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

By: [Signature]

Name: [Name]

Title: [Title]

Date: [Date]

PLEASE EXECUTE IN BLUE INK

State of New York )
 ) ss.: County of Suffolk

On the 18th day of November in the year 2017 before me personally appeared [Signature] 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.

[Signature]
NOTARY PUBLIC

[Notary Public Seal]

Irene E. Howell
Notary Public, State of New York
No. 4971174
Qualified in Suffolk County
Certificates Expires Sept. 8, 2022
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
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

Vendor Info:

Name: Albrecht, Viggiano, Zureck & Company, P.C.
Address: 25 Suffolk Court
Hauppauge, New York 11788
Vendor ID#: 112556624
Vendor Person: Jeffrey Davoli, CPA
Phone: (631) 434-9500

Department:

Contact Name: Sergio Blanco
Address: Address
240 Old Country Road, Mineola, NY
Phone: 571-2854

Routing Slip

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<tr>
<td>DPW</td>
<td>Capital Fund Approved:</td>
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<tr>
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<td>Dep. CE</td>
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## Contract Summary

**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:** $21,250.00.

**Change in Contract from Prior Procurement:** n/a

**Recommendation:** (approve as submitted) approve as submitted

## Advisement Information

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NIFA  
Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)


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 amendment - 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)  Federal % 0
   Other     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.
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. 190-2017

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.

WILLIAM G. KEATING, Mayor
Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-17

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.
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., Hauppauge, NY 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.

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.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16  3
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? 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: [Signature]

Print Name: Jill K. Gunzel

Title: Partner

Rev. 3-2016
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: [redacted]
   Home address: 25 Suffolk Court
   City/state/zip: Hauppauge, NY 11788
   Business address: 25 Suffolk Court
   City/state/zip: Hauppauge, NY 11788
   Telephone: [redacted]
   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)

Rev. 3-2016
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☑ NO □ If Yes, provide details. 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 5th day of April 2017

__________________________
Irene E. Howell
Notary Public

Albrecht, Viggiano, Zurock & Co., P.C.
Name of submitting business

Jill K. Gunzel
Print name

__________________________
Partner
Signature

4/5/17
Date

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County 10
Commission Expires Sept. 8, 20__

Rev. 3-2016
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. Answer 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 ____________________________
   Date of birth ____________________________
   Home address ____________________________
   City/state/zip ____________________________
   Business address ____________________________
   City/state/zip ____________________________
   Telephone ____________________________
   Other present address(es) ____________________________
   City/state/zip ____________________________
   Telephone ____________________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President __/__/___ Treasurer __/__/___
   Chairman of Board __/__/___ Shareholder __/__/___
   Chief Exec. Officer __/__/___ Secretary __/__/___
   Chief Financial Officer __/__/___ Partner __/__/___
   Vice President __/__/___ __/__/___ __/__/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] 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 [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES __ NO [X] If Yes, provide details.

Rev. 3-2016
8. 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 in 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.

Rev. 3-2016
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 10th day of April 2017

Irene E. Howell
Notary Public

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Thomas Murray
Print name

Signature

Shareholder

Title

4-10-17
Date

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4671174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Rev. 3-2016
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 Mattan
   Date of birth: [Redacted]
   Home address: [Redacted]
   City/state/zip: [Redacted]
   Business address: 25 Suffolk Court
   City/state/zip: Hauppauge, NY 11788
   Telephone: [Redacted]
   Other present address(es): None
   City/state/zip: [Redacted]
   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: [Redacted]
   Treasurer: [Redacted]
   Chairman of Board: [Redacted]
   Shareholder: 9/1/2003
   Chief Exec. Officer: [Redacted]
   Secretary: [Redacted]
   Chief Financial Officer: [Redacted]
   Partner: 9/1/2003
   Vice President: [Redacted]

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES [X] 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 [X]. If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO [X]. If Yes, provide details.
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.

Rev. 3-2016
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 6 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.

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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, 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 10th day of April 2017

______________________________
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

______________________________
Signature

______________________________
Title

4/1/10/2017
Date 

Rev. 3-2016
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: [Hidden]
   Home address: [Hidden]
   City/state/zip: [Hidden]
   Business address: 25 Suffolk Court
   City/state/zip: Hauppauge, NY 11788
   Telephone: [Hidden]
   Other present address(es): None
   City/state/zip: [Hidden]
   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: 9/01/2003
   Treasurer: 9/01/2003
   Chairman of Board: 9/01/2003
   Shareholder: 9/01/2003
   Chief Exec. Officer: 9/01/2003
   Secretary: 9/01/2003
   Chief Financial Officer: 9/01/2003
   Partner: 9/01/2003
   Vice President: 9/01/2003
   (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.

Rev. 3-2016
8. 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.

Rev. 3-2016
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, Jeffrey G. Davoll ____________________________, 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 10th day of April, 2017

__________________________
Irene E. Howell
Notary Public

Albrecht, Vigliano, Zurek & Co., P.C.
Name of submitting business

Jeffrey G. Davoll ____________________________
Print name

______________________________
Shareholder
Title

__________________________
Date

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4971174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Rev. 3-2016
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: 
   Date of birth: [Redacted]
   Home address: [Redacted]
   City/state/zip: [Redacted]
   Business address: 26 Suffolk Court
   City/state/zip: Hauppauge, NY 11788
   Telephone: [Redacted]
   Other present address(es) None
   City/state/zip: [Redacted]
   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: [Redacted]
   Treasurer: [Redacted]
   Chairman of Board: [Redacted]
   Shareholder: 9/1/2003
   Chief Exec. Officer: [Redacted]
   Secretary: [Redacted]
   Chief Financial Officer: [Redacted]
   Partner: 9/1/2003
   Vice President: [Redacted]
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES [X] 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 [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO [X] If Yes, provide details.

Rev. 3-2016
8. 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 6 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.

Rev. 3-2016
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 CRIMINIAL CHARGES.

I, Joseph Ferrara, 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 10th day of April 2017

[Signature]

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 Ferrara

Print name

[Signature]

Shareholder

Title

4/10/17

Date

Rev. 3-2016
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 Quarz
   Date of birth: __/__/__
   Home address: ________________________________
   City/state/zip: ________________________________
   Business address: 25 Suffolk Court
   City/state/zip: Hauppauge, NY 11786
   Telephone: _______________
   Other present address(es): None
   City/state/zip: ________________________________
   Telephone: _______________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President / / / Treasurer / / /
   Chairman of Board / / / Shareholder 2 / 1 / 1998
   Chief Exec. Officer / / / Secretary / / /
   Chief Financial Officer / / / Partner 2 / 1 / 1998
   Vice President / / / Partner / / / (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] 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 [X]       If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO [X]       If Yes, provide details.

Rev. 3-2016
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO

If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency? YES NO

   If Yes, provide details for each such instance.
   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO

   If Yes, provide details for each such instance.
   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO

   If Yes, provide details for each such instance.
   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business’s ability to bid or propose on contract? YES NO

   If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
   a) Is there any felony charge pending against you? YES NO

   If Yes, provide details for each such charge.
   b) Is there any misdemeanor charge pending against you? YES NO

   If Yes, provide details for each such charge.
   c) Is there any administrative charge pending against you? YES NO

   If Yes, provide details for each such charge.
   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO

   If Yes, provide details for each such conviction.

Rev. 3-2016
e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ____ NO [X]  If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES ____ NO [X]  If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  YES ____ NO [X]  If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  YES ____ NO [X]  If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  YES ____ NO [X]  If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  YES ____ NO [X]  If Yes, provide details for each such year.
CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN
CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE
SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT
BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE
FALSE STATEMENT TO CRIMINAL CHARGES.

I, __________________________________________, 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 11th day of April 2017

__________________________
IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4671174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.
Name of submitting business

Robert Quarte
Print name

__________________________
Signature

__________________________
Title

__________________________
Date

Rev. 3-2016
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 ______________________________________________________________________
   Date of birth __________________________
   Home address __________________________
   City/state/zip __________________________
   Business address 25 Suffolk Court
   City/state/zip Hauppauge, NY 11788
   Telephone ____________________________
   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 [x] 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 [x] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES [x] NO ____ If Yes, provide details.

   Vice President of the NYS Society of CPAs, 6/1/16-5/31/17

Rev. 3-2016
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO [☑] If Yes, provide details. 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:
   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.

Rev. 3-2016
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/or 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

A MATERIALY 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, John Stillingsford, 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 11th day of April 2017

______________________________
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

John Stillingsford
Print name

______________________________
Signature

SHAREHOLDER
Title

4/11/2017
Date

Rev. 3-2016
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<td>Quarte, Robert T.</td>
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</tr>
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<td>Davoll, Jeffrey S.</td>
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<td>Ferreira, Joseph C.</td>
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<tr>
<td>Total</td>
<td>100.00%</td>
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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, Vigliaro, Zureck & Co., P.C.

2) Address of Place of Business: 26 Suffolk Court, Hauppauge, NY 11788

List all other business addresses used within last five years:
245 Park Avenue, 50th Floor, New York, NY 10167

3) Mailing Address (if different): N/A

Phone: 631-424-4600

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2656624

6) The proposer is a (check one): Sole Proprietorship Partnership X 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

Rev. 3-2016
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 ☑

Rev. 3-2016
If Yes, provide details for each such conviction.

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<th>Date</th>
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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.

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<th>Date</th>
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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.

<table>
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<th>Date</th>
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</table>

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.

<table>
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<tr>
<th>Date</th>
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</table>

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 relationship 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

Rev. 3-2016
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 those 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;
v) 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 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

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Rev. 3-2016
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<tr>
<td>Contact Person</td>
<td>Kevin Conroy, Comptroller</td>
</tr>
<tr>
<td>Address</td>
<td>One Washington Street</td>
</tr>
<tr>
<td>City/State</td>
<td>Hempstead, NY 11550</td>
</tr>
<tr>
<td>Telephone</td>
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<tr>
<td>Fax #</td>
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<tr>
<td>E-Mail Address</td>
<td><a href="mailto:kconroy@tchmail.org">kconroy@tchmail.org</a></td>
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<td>Address</td>
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<tr>
<td>Telephone</td>
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<tr>
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<td><a href="mailto:smithav@northhempsteadny.gov">smithav@northhempsteadny.gov</a></td>
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Rev. 3-2016
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, ____________________________, 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 5th day of April 2017

[Signature]
Notary Public

Name of submitting business: Albrecht, Viggiano, Zureck & Co., P.C.

By: ____________________________

[Signature]

Partner

Title

Date 4/5/17

IRENE E. HOWELL
NOTARY PUBLIC, State of New York
No. 4871174
Qualified in Suffolk County
Commission Expires Sept. 8, 2018

Rev. 3-2016
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) 1965
   ii) Names and addresses of the Company's Partners:

   Davoli, Jeffrey S.
   Ferrera, Joseph
   Gunczel, Jill
   Kenneth Laks
   Lawrence Lucarelli
   MacHern, Charles
   Murray, Thomas J.
   James O'Connor
   Pooner, Robert
   Quarte, Robert
   Stillingsford, Jr., John S.
   Thomas Ruggiero

   iii) Names and addresses of the Company's officers:

   Murray, Thomas J.
   Quarte, Robert

   President
   Secretary/Treasurer

   iv) New York
   v) 73 employees
   vi) $13,725,000
   vii) 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

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.

Business Entity Information *

05/16/2017

Name : ALBRECT VIGGIANO ZURECK AND COMPANY PC
Street Address : 28 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 -
0544174 MATTEN CHARLES MICHAEL -
059873 FERREIRA JOSEPH CARLOS -
059163 DAVOLI JEFFREY SCOTT -
071988 SHILLINGSFORD JOHN JR -
082174 FOSNER ROBERT STEVEN -

* Use of this online verification service signifies that you have read and agree to the terms and conditions of use. See HELP ceremony 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

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\textsuperscript{\textregistered} CERTIFICATE OF LIABILITY INSURANCE

**Client #:** 42150  
**ALBRVI**  
**DATE (MMDYYYYY):** 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:**  
Bradley & Parker, Inc. C/L  
320 South Service Road  
Melville, NY 11747  
031 981-7600

**Contact:**  
Phone: 031 981-7600  
Fax: 16319817681

**Inurer(s) Affording Coverage:**  
Foremost Insurance Co.

**Insurer (B):**  
Hartford Insurance Co.

**Insurer (C):**

**Insurer (D):**

**Insurer (E):**

**Insurer (F):**

### Coverages

**Certificate Number:**

**Revision Number:**

**This is to certify that the policies of insurance listed below have been issued to the 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.**

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<td>EA Disease - EA Policy Limit</td>
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**Description of Operations / Locations / Vehicles** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### Certificate Holder

Nassau County  
1550 Franklin Ave  
Mineola, NY 11501

**Cancellation:**  
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:**

© 1986-2010 ACORD CORPORATION. All rights reserved.
COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Albrecht, Vigliano, Zureck & Co., P.C.
   Address: 25 Suffolk Court
   City, State and Zip Code: Hauppauge, NY 11788

2. Entity's Vendor Identification Number: 11-255624

3. Type of Business: Public Corp Partnership Joint Venture
   Ltd. Liability Co Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of
   Directors or comparable body, all partners and limited partners, all corporate officers, all parties
   of Joint Ventures, and all members and officers of limited liability companies (attach additional
   sheets if necessary):

   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 Ruggero, Jill Gunzel, Lawrence Lucarelli,
   Kenneth Lake 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.
(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: [Signature]

Print Name: [Name]

Title: [Title]
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: [Signature]

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 18th day of April, 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: ________________________________

(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**

**Client #: 42150**  
**ALBVRVI**  
**Date (MM/DD/YYYY): 05/22/2017**

**Producer:** Bradley & Parker, Inc. CIL  
320 South Service Road  
Melville, NY 11747  
631 981-7600

**Insured:** Albright, Vigliano, Zureck & Co. PC  
25 Suffolk Court  
Hauppauge, NY 11788

**Insurer A:** Hartford Insurance Co.  
10682

**Insurer B:**  
**Insurer C:**  
**Insurer D:**  
**Insurer E:**  
**Insurer F:**

**COVERAGES**

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.

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<td>EACH OCCURRENCE: $1,000,000</td>
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**Description of Operations/Locations/Vehicles:** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named as additional insured with respect to General Liability as required by written contract.

**Certificate Holder:** Nassau County  
1550 Franklin Ave  
Mineola, NY 11501

**Cancellation:** 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:**

© 1988-2016 ACORD Corporation. All rights reserved.
# Certificate of Liability Insurance

**Producers:** CPA Mutual Insurance
4623 NW 43 ST Ste C
Gainesville FL 32608

**Insured:** Albrecht-Vigiliano Zureck & Co PC
25 Suffolk Court
Hauppauge NY 11788

**Certificate Effective:**

**Certificate Expiration:**

**Insurers Affording Coverage:**

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<tr>
<td>CPA Mutual Ins Co</td>
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## Coverages

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.

### General Liability

- Commercial General Liability
  - Claims Occur
  - General Aggregate Limit Applies Per Policy

### Automobile Liability

- Any Auto
- All Owned Autos
- SCHEDULED AUTOS
- Hired Autos
- Non-Owned Autos

### Garage Liability

- Any Auto

### Excess/Umbrella Liability

- Occur
- Claims Made
- Deductible
- Retention

### Workers' Compensation and Employers' Liability

- Any Insured/Employee/Executive Office/Manager Excluded

### Other

- Professional Liabilities
  - PL 10238-20
  - 06/09/16
  - 06/09/17
  - $4,000,000 Each Claim
  - $4,000,000 Aggregate Limit

### Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions

## Certificate Holder

- Nassau County
- 1560 Franklin Ave
- Mineola NY 11501

## Cancellation

Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.

**Authorized Representative:**

[Signature]

ACORD 28 (2001/08) Certificate # 1732 © ACORD CORPORATION 1983
Contract Details

SERVICE Auditing

NIFS ID #: CACO17000001  NIFS Entry Date: 3/9/17  Term: from 1/1/16 to 12/31/18

| New □ Renewal ☑ | 1) Mandated Program: Yes □ No ☑ |
| Amendment □ | 2) Controller Approval Form Attached: Yes □ No □ |
| Time Extension □ | 3) CSEA Agent § 32 Compliance Attached: Yes □ No □ |
| Addl. Funds ☑ | 4) Vendor Ownership & Mgmt. Disclosure Attached: Yes □ No □ |
| Blanked Resolution □ | 5) Insurance Required: Yes □ No □ |

Agency Information

Vendor

Name: Albright, Viggiano, Zuro's & Company, P.C.
Address: 25 Sandpit Court
Huntington, New York 11740

Vendor Bill
11-255-6624
Contact Person: Jeffrey Davoli, CPA
Phone: (631) 434-9500

County Department
Department: County
Contact: Sergio Blanco
Address: 240 Old Country Road, Mineola, NY
Phone: 871-2854

Routing Slip

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PR5254 (8/04)
Contract Details

NIFS ID #: CCO16000001  NIFS Entry Date: 1/5/16  Term: from 1/1/16 to 12/31/18

1) Mandated Program:  Yes  ☑  No  ☐
2) Comptroller Approval Form Attached:  Yes  ☑  No  ☐
3) CSEA Agmt. § 32 Compliance Attached:  Yes  ☑  No  ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:  Yes  ☑  No  ☐
5) Insurance Required  Yes  ☑  No  ☐

Agency Information

Vendor

Name  Albrecht, Viglano, Zureck & Company, P.C.
Address  25 Suffolk Court
          Hauppauge, New York 11788
Vendor ID#  11-255-6624
Contact Person  Jeffrey Davoli, CPA
Phone  (631) 434-9500

County Department

Department: Civilian
Sergio Bianco
Address  240 Old Country Road, Mineola, NY
Phone  571-2854

Routing Slip

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PRS234 (8/04)
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 regard 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 to Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

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R&DUENAL

| % Increase | % Decrease |

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TOTAL: $85,000.00

NIFS Certification: I certify that this document was accepted by NIFS.

Name: [Signature]

Date: 3/1/04

Controller Certification: I certify that an unencumbered balance sufficient to cover this contract is being appropriated to be charged.

Name: [Signature]

Date: 3/1/04

County Executive Approval: [Signature]

Date: 3/1/04

E #: [Number]
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

ayes 7 abstained 0 reversed 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.
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
[Signature]
12/7/16

Date
NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15
December 15, 2015

VIA EMAIL

John Aloisio, CSEA Grievance Chairman  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, Zurlock & 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 CSBA-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)
Hon. George Maragos  
Nassau County Comptroller  
240 Old Country Rd  
Mineola, NY 11501  

Re: 2015 CAFR—Albrecht, Vigliano, 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, CSBA withdraws its objection to the above referenced contract. You may release said document.  

However, this does not waive CSBA rights to object to any future work being done by the vendor, or any other sub-contractors, and in no way does this waive any of CSBA’s other rights under Section 32.  

Very Truly Yours,  

[Signature]  

Richard Doplin  
Vice President  
CSBA 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, Zurek & Company, P.C., a New York State corporation having its principal office at 25 Suffolk Court, Hauppauge, New York 11788 (the “Contractor”).

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Maximum Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$85,000.00</td>
</tr>
<tr>
<td>2016</td>
<td>$85,000.00</td>
</tr>
<tr>
<td>2017</td>
<td>$85,000.00</td>
</tr>
</tbody>
</table>
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 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 presentation. 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 with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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, (g) 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 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.

[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

By: ____________________________
Name: JEFF DEVOLI
Title: Partner
Date: 11/16/15

State of New York

)SS.
County of Nassau)

I, Michael C. Pulitzer, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with Albrecht, Viggiano, Zureck & Company, P.C.

On behalf of the Nassau County, Office of

On file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature the 4th day of April 2016

______________________________
Clerk of the Nassau County Legislature
Nassau County, N.Y.
STATE OF NEW YORK)  
COUNTY OF NASSAU)  

) ss.:  

On the 16th 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 Albracht Vignano Zurnet 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.

IRENE E. HOWELL  
NOTARY PUBLIC  
State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 6, 2018  

STATE OF NEW YORK)  
COUNTY OF NASSAU)  

) ss.:  

On the 11th 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  

SAMPLTHE アRAYLE NOTARY PUBLIC  
(Exp. February 04, 2022)  
STATE OF NEW YORK  
COUNTY OF NASSAU  

11
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 (“GAAF R”) 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 Subcontracts, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
(g) Contractors for projects under the supervision of the County’s Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor’s Subcontracts and Contractor’s fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

   a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

   b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

   c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions,
fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the 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/notice 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 Qvartz
   (Name)

   25 Suffolk Court Hauppauge 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 ___ 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:

   ____________________________________________________
   ____________________________________________________
   ____________________________________________________
   ____________________________________________________
   ____________________________________________________
   ____________________________________________________

   20
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ______ has ______ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:


5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this 11th day of November, 2015

Notary Public

Irene E. Howell

State of New York

No. 4671174

Qualified in Suffolk County

Commission Expires Sept. 8, 2018

Irene E. Howell

11/16/15
_______ day of ___________2015

____________________________
Notary Public
EXHIBIT H

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Albrecht, Viglione, Zureck & Company, P.C.
   Address: 25 Suffolk Court
   City, State and Zip Code: Hauppauge, NY 11788

2. Entity's Vendor Identification Number: 11-2556994

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,
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
(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

Signed: [Signature]

Print Name: [Name]

Title: [Title]
The term "lobbying" shall mean any attempt to influence any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including, but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the County with respect to the terms of the acquisition or disposition by the County of any interest in real property, with respect to a license or permit for the use of real property of or by the County, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the County to support or oppose any State or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.
## Shareholder Information

### Albrecht, Vigliano, Zureck & Co.

<table>
<thead>
<tr>
<th>Shareholder</th>
<th>Business Address</th>
<th>Business Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antaki, Stephen A.</td>
<td></td>
<td>631-434-9500</td>
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<tr>
<td>Davoli, Jeffrey S.</td>
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<td>631-434-9500</td>
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<td>Ferreira, Joseph</td>
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<td>Knox, John J.</td>
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<td>Murray, Thomas J.</td>
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<td>Quarte', Robert</td>
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<td>Shillingsford, Jr., John S.</td>
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### AVZ Wealth Management, LLC

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<td>631-434-9500</td>
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<tr>
<td>Connors, Katherine M.</td>
<td>25 Suffolk Court</td>
<td>631-434-9500</td>
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<tr>
<td>Davoli, Jeffrey S.</td>
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<tr>
<td>Shillingsford, Jr., John S.</td>
<td></td>
<td>631-434-9500</td>
</tr>
</tbody>
</table>
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, Vigliano, Zurick and Company, P.C.

2) Address of Place of Business: 26 Bullcik Court, Hauppauge, NY 11788

List all other business addresses used within last five years:
245 Park Avenue, 50th Floor, New York, NY 10187

3) Mailing Address (if different): N/A

Phone: (914) 434-9200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2356024

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 reasons 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/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder/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/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/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) 624-6480

E-Mail Address: mcevoy@oysterbay-ny.gov
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

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.

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 9th day of February 2016

Notary Public

Name of submitting business: Albrecht, Viggiano, Zureck and Co., P.C.

By: Jeffrey S. Davoli

Partner

Date 2/9/16
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 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 6 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 6? 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.

Jeffrey S. Davoli

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 9th day of February 2016

________________________
Name: IRENE E. HOWELL
Notary Public

NOTARY PUBLIC, State of New York
No. 467174
Commission Expires Sept. 8, 2018

Name of submitting business
Jeffrey S. Davoli
Print name

________________________
Signature

Partner

________________________
Title

________________________
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. 26 Suffolk Court Hauppauge, NY 11788
   Davoli, Jeffrey S. 26 Suffolk Court Hauppauge, NY 11788
   Ferreira, Joseph 26 Suffolk Court Hauppauge, NY 11788
   Knox, John J. 26 Suffolk Court Hauppauge, NY 11788
   Mattern, Charles 26 Suffolk Court Hauppauge, NY 11788
   McGrath, Robert M. 26 Suffolk Court Hauppauge, NY 11788
   Murray, Thomas J. 26 Suffolk Court Hauppauge, NY 11788
   Perser, Robert 26 Suffolk Court Hauppauge, NY 11788
   Quarte, Robert 25 Suffolk Court Hauppauge, NY 11788
   Shillingford, Jr., John S. 25 Suffolk Court Hauppauge, NY 11788

   iii) Names, addresses and titles of the Company’s officers:

   Murray, Thomas J. 26 Suffolk Court Hauppauge, NY 11788 President
   Quarte, Robert 25 Suffolk Court Hauppauge, NY 11788 Secretary/Treasurer
   Antaki, Stephen A. 26 Suffolk Court Hauppauge, NY 11788 Vice President
   Davoli, Jeffrey S. 26 Suffolk Court Hauppauge, NY 11788 Vice President
   Ferreira, Joseph 26 Suffolk Court Hauppauge, NY 11788 Vice President
   Knox, John J. 25 Suffolk Court Hauppauge, NY 11788 Vice President
   Mattern, Charles 26 Suffolk Court Hauppauge, NY 11788 Vice President
   McGrath, Robert M. 25 Suffolk Court Hauppauge, NY 11788 Vice President
   Perser, Robert 25 Suffolk Court Hauppauge, NY 11788 Vice President
   Shillingford, Jr., John S. 26 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.
**Certificate of Liability Insurance**

**Client #: 42150**

**Producer:** Bradley & Parker, Inc. C/L
320 South Service Road
Melville, NY 11747
831 981-7600

**Insured:** Albrecht, Vigliano, Zureck & Co. PC
25 Suffolk Court
Hauppauge, NY 11788

**Coverages:**

<table>
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<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
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<td>01/02/2019</td>
<td>01/02/2020</td>
<td>Each Occurrence $1,000,000, Damage to Property $1,000,000, Medical Expenses $10,000, Personal &amp; Advertising Injury $1,000,000, General Aggregate $2,000,000, Products - Completed Operations $2,000,000</td>
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<td>01/02/2020</td>
<td>Each Occurrence $50,000,000, Aggregate $50,000,000</td>
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</table>

**Description of Operations / Locations / Vehicles:**

Certificate holder is included as additional insured as required by written contract with respect to the operations of the named insured.

**Certificate Holder:**

Nassau County
Office of County Clerk
240 Old Country Road
Mineola, NY 11501

**Cancellation:**

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]

© 1998-2015 ACORD Corporation. All rights reserved.
CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE  
DATE: 08/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

<table>
<thead>
<tr>
<th>NAMED INSURED:</th>
<th>CERTIFICATE HOLDER:</th>
</tr>
</thead>
</table>
| Albrecht Viggiano Zureck & Co PC  
25 Suffolk Court  
Hauppauge, NY 11788 | Nassau County  
Office of County Clerk  
240 Old Country Road  
Mineola, NY 11501-4249 |

IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGE.

THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE DATE</th>
<th>EXPIRATION DATE</th>
<th>RETROACTIVE DATE</th>
<th>LIMIT OF LIABILITY</th>
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</table>
AGGREGATE $4,000,000 |

DEDUCTIBLE: $100,000  
AGGREGATE

ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION.

AGENCY OFFICE LOCATED:

CPA MUTUAL INSURANCE  
4923 NW 43 St. Ste C  
Gainesville, FL 32606  

AUTHORIZED REPRESENTATIVE  
CPA MUTUAL INS CO COMPANY OF AMERICA, RRG
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc of Florida
1101 Brickell Bay Drive, Suite 6100
Miami, FL 33131-9057

CONTACT NAME
Aon Risk Services, Inc of Florida

PHONE
600-749-2130

FAX
600-522-7514

EMAIL
ADP.COR.Center@aon.com

INSURED
ADP TeleSource CO XX, Inc.
10300 Summit Drive
Miami, FL 33175
LOIP
Alberto V. Zuniga, Zuniga & Company, P.C.
24 Suffolk ST
Hippocage, NY 11756

INSURER A:
Abercrombie & Fitch Co
21041

INSURER B:
ININSURER C:
ININSURER D:
ININSURER E:

CERTIFICATE NUMBER:
201199

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 prior claims. Limits shown are as requested.

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<th>INSR. LTR</th>
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<th>INSR. WVD</th>
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WORKERS COMPENSATION
ANY EMPLOYER'S LIABILITY
ANY PROPRIETOR'S LIABILITY
OFFICER/MEMBER EXCLUDED?
(Mandatory in NY)

DESCRIPTION OF OPERATIONS BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 69; Artificial Remarks Schedule, may be attached if more space is required)

All eligible employees working for ALBRIGHT, VIGGANO, O'KEEFE & COMPANY, P.C., paid under ADP TELLSOURCE, INC's payroll, are covered under the above named policy.

CERTIFICATE HOLDER
Nassau County
Office of County Clerk
24 Old County Road
Mineola, NY 11501

CANCELLATION

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
Aon Risk Services, Inc. of Florida

© 1988-2015 ACORD CORPORATION. All rights reserved.
NIFS ID: CQEM20000001  Department: Emergency Management

Vendor Info:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vendor ID#</th>
<th>Address</th>
<th>Contact Person</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nassau County</td>
<td>116002404</td>
<td>30 E Cherry St. Hicksville NY 11801-4302</td>
<td>Kathy Yaccarino</td>
<td>516-572-1701</td>
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Vendor Info:

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<tr>
<th>Vendor Info:</th>
<th>Vendor ID#</th>
<th>Address</th>
<th>Contact Person</th>
<th>Phone</th>
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<td>Nassau County</td>
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<td>30 E Cherry St. Hicksville NY 11801-4302</td>
<td>Kathy Yaccarino</td>
<td>516-572-1701</td>
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Routing Slip

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<tr>
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<th>27-FEB-20 -- TDELANEY</th>
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<td>Approval to Form:</td>
<td>09-MAR-20 -- KJHAGENCE</td>
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<tr>
<td>CPO</td>
<td>Approval:</td>
<td>09-MAR-20 -- KJHAGENCE</td>
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**Contract Summary**

**Purpose:** To provide specialized training to firefighters in the County's 71 volunteer fire departments. This is the only firefighting training facility in Nassau County. By making this a multi-year contract, the County will save processing time and increase efficiency by not having to initiate a new contract every year. In addition, we will avoid the risk of VEEB having to suspend training operations as they await funding to pay their staff. VEEB does not have other revenue streams to conduct firefighter training and depends solely on this funding to sustain that operation.

**Method of Procurement:** This service is proprietary in nature. There is only one organization capable of providing this service.

**Procurement History:** EEB has been providing specialized training services for the County since 1962. Beginning in 1993, payments for these services have been done through personal services contracts.

**Description of General Provisions:** VEEB shall provide fire safety training to volunteer fire service members. Training includes fire suppression training and control and other related duties and functions to entities to include but not limited to Nassau county fire departments, county fire marshal and volunteer ambulance corp.

**Impact on Funding / Price Analysis:** $300,000 in funding is 100% grant funded.

**Change in Contract from Prior Procurement:** New Contract.

**Recommendation:** (approve as submitted) Approve as submitted.

**Advisement Information**

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<thead>
<tr>
<th>BUDGET CODES</th>
<th>FUNDING SOURCE</th>
<th>AMOUNT</th>
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<th>INDEX/OBJECT CODE</th>
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**TOTAL** $ 300,000.00
RULES RESOLUTION NO.    − 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT, AND THE NASSAU COUNTY VOCATIONAL EDUCATION EXTENSION BOARD ("VEEB").

WHEREAS, the County has negotiated a personal services agreement with VEEB to provide fire safety training to volunteer service members for the County, 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 agreement with VEEB.
Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Nassau County Vocational Education and Extension Board

2. Dollar amount requiring NIFA approval: $1100000
   Amount to be encumbered: $300000

   This is a New

   If new contract - $ amount should be full amount of contract
   If amendment -- 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: 1/1/2019-12/31/2021
   Has work or services on this contract commenced? Y
   If yes, please explain: Contract is late because of problems with last contract, because principles had difficulty using vendor portal, and department had difficulty with new STS procurement system.

4. Funding Source:

   General Fund (GEN) X Grant Fund (GRT)
   Capital Improvement Fund (CAP)
   Other

   Federal % 100
   State % 0
   County % 0

   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:

   To provide specialized training to firefighters in the County&rsquo;s 71 volunteer fire departments. This is the only firefighting training facility in Nassau County. By making this a multi-year contract, the County will save processing time and increase efficiency by not having to initiate a new contract every year. In addition, we will avoid the risk of VEEB having to suspend training operations as they await funding to pay their staff. VEEB does not have other revenue streams to conduct firefighter training and depends solely on this funding to sustain that operation.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

   Nassau County Attorney as to form
   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:
<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CQFC18000001 01</td>
<td>19-FEB-19</td>
<td>4,370,188.00</td>
</tr>
<tr>
<td>CQFC18000001 02</td>
<td>19-FEB-19</td>
<td>336,355.00</td>
</tr>
<tr>
<td>CQFC18000001 03</td>
<td>19-FEB-19</td>
<td>5,023.00</td>
</tr>
<tr>
<td>CQFC18000001 04</td>
<td>08-FEB-20</td>
<td>4,370,187.00</td>
</tr>
</tbody>
</table>
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.

CNOLAN 02-MAR-20

Authenticated User Date

COMPTROLLER’S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:
I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.
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: Vocational Education Extension Board (VEEB)

CONTRACTOR ADDRESS: 30 E. Cherry Street, Hicksville, NY 11801

FEDERAL TAX ID #: 11-6002404

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in __________________________ [newspaper] on __________________________ [date]. The sealed bids were publicly opened on __________________________ [date]. _______ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on __________________________ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in __________________________ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on __________________________ [date]. __________________________ [state #] proposals were received and evaluated. The evaluation committee consisted of: __________________________ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. □ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on __________________________ [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
2/18/2020
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.

Compl. form Pers./Prof. Services Contracts: Rev. 01/18 3
Inter-Departmental Memo

To: Jack Schnirman, County Comptroller
From: Scott D. Tusa - Chief Fire Marshal
Date: December 2, 2019
Subject: Executive Order #1 - 1993, Vocational, Education, and Extension Board

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education, and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

Scott D. Tusa
Chief Fire Marshal
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Frank J Chester

Dated: 10/11/2019 02:19:33 PM

Vendor: vocational education & extension Board of Nassau County

Title: Chief Instructor
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: Christopher P. Shelton
   Date of birth:
   Home address:
   City: __________________________ State/Province/Territory: _______ Zip/Postal Code: _______
   Country: US
   Business Address:
   City: __________________________ State/Province/Territory: _______ Zip/Postal Code: _______
   Country: _________________________
   Telephone: _______________________
   Other present address(es):
   City: __________________________ State/Province/Territory: _______ Zip/Postal Code: _______
   Country: _________________________
   Telephone: _______________________
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President 01/01/2012
   (Other)
   Treasurer
   Shareholder
   Secretary
   Partner

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
   YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
9.

a. Is there any felony charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES [ ] NO [x] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
I, [Christopher Shelton], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Christopher Shelton], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Vocational and Education Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
[Christopher Shelton] [Redacted]

Vice President

Title

02/25/2020 11:43:36 AM

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: Frank J Chester
   Date of birth:
   Home address:
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 30 East Cherry St
   City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11803
   Country: US
   Telephone: 516-572-1701

   Other present address(es):
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]
   Telephone: [redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President (Other)
   Treasurer
   Shareholder
   Secretary
   Partner

   Type       Description       Start Date
   Other      Chief Instructor  05/21/2013

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If Yes, provide details.</th>
</tr>
</thead>
</table>

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?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>X</th>
<th>If Yes, provide details.</th>
</tr>
</thead>
</table>

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?

      | YES | NO | X | If yes, provide an explanation of the circumstances and corrective action taken. |
      |-----|----|---|-----------------------------------------------|

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

      | YES | NO | X | If yes, provide an explanation of the circumstances and corrective action taken. |
      |-----|----|---|-----------------------------------------------|

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

      | YES | NO | X | If yes, provide an explanation of the circumstances and corrective action taken. |
      |-----|----|---|-----------------------------------------------|

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

      | YES | NO | X | If yes, provide an explanation of the circumstances and corrective action taken. |
      |-----|----|---|-----------------------------------------------|
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.  
a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.
I, [Name], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Name], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Vocational Education & Extension Board
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Frank J. Chester.create_timestamp]

Chief Instructor
Title

02/21/2020 02:34:32 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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 A. Bentivegna
   Date of birth: 
   Home address: 
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: US
   Business Address: 30 east Cherry ST
   City: Hicksville 
   State/Province/Territory: NY 
   Zip/Postal Code: 11801
   Country: US
   Telephone: (516) 572-1701
   Other present address(es):
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: 
   Telephone: 
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Deputy Clerk</td>
<td>01/01/2015</td>
</tr>
</tbody>
</table>

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES [ ] NO [ ] X [ ] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [ ] NO [ ] X [ ] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [ ] X [ ] If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.  
   a. Is there any felony charge pending against you?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☒ NO ☐ X ☐ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☒ NO ☐ X ☐ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☒ NO ☐ X ☐ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☒ NO ☐ X ☐ If yes, provide an explanation of the circumstances and corrective action taken.
I, [Joseph Bentivenga], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Joseph Bentivenga], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Vocational Education and Extension Board
Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph Bentivegna [redacted]

Deputy Clerk
Title

02/24/2020 10:00:37 AM
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: Kathleen Yaccarino
   Date of birth:  
   Home address:  
   City:  
   State/Province/Territory:  
   Zip/Postal Code:  
   Country: US
   Business Address: 30 E. Cherry Street
   City: Hicksville
   State/Province/Territory: NY
   Zip/Postal Code: 11801
   Country: US
   Telephone: 5165721701
   Other present address(es):  
   City:  
   State/Province/Territory: NY
   Zip/Postal Code:  
   Country: US
   Telephone:  
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President  
   Treasurer 03/15/2019
   Chairman of Board  
   Shareholder  
   Chief Exec. Officer  
   Secretary  
   Chief Financial Officer  
   Partner  
   Vice President  
   (Other)  

3. Do you have an equity interest in the business submitting the questionnaire?
   YES   NO   X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES   NO   X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES   NO   X If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

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?
9. a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank Line]

b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank Line]

c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank Line]

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank Line]

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank Line]

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   [Blank Line]

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

   YES □ NO □ X □ If yes, provide an explanation of the circumstances and corrective action taken.
I, [Kathleen Yaccarino], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Kathleen Yaccarino], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Vocational Education and Extension Board
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kathleen Yaccarino [Redacted]

Treasurer
Title

02/21/2020 02:30:10 PM
Date
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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 Hughes
   Date of birth: [Redacted]
   Home address: [Redacted]
   City: [Redacted] State/Province/Territory: [Redacted] Zip/Postal Code: [Redacted]
   Country: US

   Business Address: 300 Winding Road
   City: Old Bethpage State/Province/Territory: NY Zip/Postal Code: 11804
   Country US
   Telephone: (516) 572-8600

   Other present address(es):
   City: [Redacted] State/Province/Territory: [Redacted] Zip/Postal Code: [Redacted]
   Country: [Redacted]
   Telephone: [Redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)

   Treasurer
   Shareholder
   Secretary
   Partner

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<td>Other</td>
<td>Executive Director</td>
<td>10/16/2018</td>
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3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [ ] X [ ] If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES   NO   X  If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES   NO   X  If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business’s ability to bid or propose on contract?

YES   NO   X  If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
   YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.
I. [Robert V. Hughes Jr.]

I, [Robert V. Hughes Jr.], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Robert V. Hughes Jr.], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
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Vocational Education and Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert V. Hughes Jr. [Redacted]

Executive Director/Chief Instructor

Title

12/16/2019 09:12:59 AM
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: Raymond F Maguire
   Date of birth: [Redacted]
   Home address: [Redacted]
   City: [Redacted]  State/Province/Territory: [Redacted]  Zip/Postal Code: [Redacted]
   Country: US

   Business Address: 30 E Cherry St
   City: Hicksville  State/Province/Territory: NY  Zip/Postal Code: 11801
   Country: US
   Telephone: 5166601801

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)

   Treasurer
   Shareholder
   Secretary
   Partner
   (Other)

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<td>01/01/2020</td>
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<td>Other</td>
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<td>01/01/2020</td>
</tr>
</tbody>
</table>

3. Do you have an equity interest in the business submitting the questionnaire?
   YES   NO   X  If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES   NO   X  If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
   YES [X] 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 [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If ‘Yes’, provide details for each such instance. (Provide a detailed response to all questions check ‘Yes’. If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. 

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  

YES  NO  X  
If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  

YES  NO  X  
If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  

YES  NO  X  
If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  

YES  NO  X  
If yes, provide an explanation of the circumstances and corrective action taken.
I, [Raymond F Maguire], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Raymond F Maguire], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
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Vocational Education and Extension Board

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Raymond F Maguire [Redacted]

Clerk of the Board

Title

02/21/2020 12:49:42 AM

Date
Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/02/2019

1) Proposer’s Legal Name: Vocational Education Extension Board of Nassau County

2) Address of Place of Business: 30 East Cherry St
   City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
   Country: 

3) Mailing Address (if different):
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: 
   Phone: 
   Does the business own or rent its facilities?  Rent  If other, please provide details:

4) Dun and Bradstreet number: 040471328

5) Federal I.D. Number: 116002404

6) The proposer is a: Other (Describe) Not for Profit

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES  NO  X If yes, please provide details:

8) Does this business control one or more other businesses?
   YES  NO  X If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES  NO  X If yes, please provide details:
10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual’s position at or relationship to an affiliated business.
YES [ ] NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person’s employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an
element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES  NO  X  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES  NO  X  If yes, provide details for each such year. Provide a detailed response to all questions checked ‘YES’. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17  Conflict of Interest:
   a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
      (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
         No Conflict Exists

      (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
         No Conflict Exists

      (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
         Board Member Ralph Esposito is Chair of Veterans Affairs of Nassau County
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.

No conflict exists all potential new employees are vetted for conflicts prior to hire

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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation:
01/01/1928

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None

No individuals with a financial interest in the company have been attached.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Philip Malloy, Pres, 10 [REDACTED]
Raymond F Maguire, Clerk [REDACTED]
Joseph A Bentivegna, deputy Clerk [REDACTED]
Angelo Catalano, board member [REDACTED]
Christopher P Shelton Vice Pres [REDACTED]

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
300

vi) Annual revenue of firm;
9000000

vii) Summary of relevant accomplishments
Currently train Nassau County EMS and Fire Fighters and have been since creation of Board

viii) Copies of all state and local licenses and permits.
B. Indicate number of years in business.

91

C. Provide any other information which would be appropriate and helpful in determining the Proposer’s capacity and reliability to perform these services.

Previous bid contract with Nassau County Department of Health

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.

<table>
<thead>
<tr>
<th>Company</th>
<th>Nassau Community College</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Dawn Nolan</td>
</tr>
<tr>
<td>Address</td>
<td>1 Education Drive</td>
</tr>
<tr>
<td>City</td>
<td>Garden City</td>
</tr>
<tr>
<td>Country</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td>(516) 572-7300</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:dawnnolan@ncc.edu">dawnnolan@ncc.edu</a></td>
</tr>
</tbody>
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<tr>
<th>Company</th>
<th>SUNY Maritime College</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Margaret Poppito</td>
</tr>
<tr>
<td>Address</td>
<td>6 Pennyfield Ave</td>
</tr>
<tr>
<td>City</td>
<td>Throgs Neck</td>
</tr>
<tr>
<td>Country</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td>(718) 409-7349</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:mpoppito@sunemaritime.edu">mpoppito@sunemaritime.edu</a></td>
</tr>
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<table>
<thead>
<tr>
<th>Company</th>
<th>NYS Depart of Health Bureau of EMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Jean Taylor</td>
</tr>
<tr>
<td>Address</td>
<td>875 Central Ave</td>
</tr>
<tr>
<td>City</td>
<td>Albany</td>
</tr>
<tr>
<td>Country</td>
<td>NY</td>
</tr>
<tr>
<td>Telephone</td>
<td>(518) 402-0984</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:jean.taylor@health.nyu.gov">jean.taylor@health.nyu.gov</a></td>
</tr>
</tbody>
</table>
I, [Frank J Chester], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Frank J Chester], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Vocational Education & extension Board of Nassau County

Electronically signed and certified at the date and time indicated by:

Frank J Chester [signature]

Chief Instructor

Title

12/03/2019 11:39:31 AM

Date
COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Vocational Education Extension board of Nassau County

Address: 30 east Cherry St

City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801

Country: 

2. Entity's Vendor Identification Number: 116002404

3. Type of Business: Other (specify) Educational Institution

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Frank

Last Name Chester

MI J

Suffix

Address 300 Winding Road

City Bethpage State/Province/Territory: NY Zip/Postal Code: 11804

Country US

Position Chief Instructor

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section. If none, explain.

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Page 1 of 3
Are there lobbyists involved in this matter?
YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Frank J Chester [Redacted]

Dated: 01/08/2020 11:31:57 AM
Title: Chief Instructor EMS
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.
Nassau VEEB Board of Directors & Administration

Joseph A. Bentivegna, Deputy Clerk (Nancy)
92 Hamlet Road
Levittown, NY 11756
Home 579-2437
Business 292-9000 x201
Cell 351-0979
E-Mail labnhb712@gmail.com

Angelo Catalano (Marie)
573 Kingston Avenue
East Meadow, NY 11554
Home 221-5835
Business 572-4177
Cell 313-0559
E-Mail bignozeang@aol.com

Ralph Esposito (Joanna)
11 Eweler Avenue
Floral Park, NY 11001
Home 354-4744
Cell 351-5057
E-Mail ralphoed@aol.com

Bernard P. Jaffe (Roz)
280 Guy Lombardo Avenue
Apt. 5R
Freeport, NY 11520
Home 889-9896
Cell 754-6186 or 6187
E-Mail rozbern28@aol.com
Fax 889-4254
Emergency 432-2675
Florida 561-882-2955

Raymond F. Maguire, Clerk (Patti)
228 South Bayview Avenue
Freeport, NY 11520
Home 965-7077
Business 377-2190
Fax 377-0809
Cell 680-1801
E-Mail rmaguire@freeportny.gov
Emergency 377-0300

Philip F. Malloy, Jr., President (Paula)
10 Commonwealth Street
Franklin Square, NY 11010
Home 488-3128
Cell 315-7002
E-Mail xcheff46@aol.com

Eugene J. Murray
45 Southard Avenue
Rockville Centre, NY 11570
Home 766-0373
Cell 660-7423
Emergency 764-7280 (Son)

Keith Scalia (Jennifer)
230 Hamilton Avenue
Massapequa, NY 11758
Home 798-5929
Business 718-835-6213
Cell 359-2911
E-Mail kscalia@yahoo.com
Emergency 359-2914
Christopher P. Shelton, Vice Pres. (Blanche)
310 Perkins Avenue
Oceanside, NY 11572-3820

Home 536-3925
Cel 659-6209
E-Mail epsit@verizon.net

Ken Gray, Esq., Agency Counsel
Bee, Ready, Fishbein, Hatter & Donovan
170 Old Country Road – Suite 200
Mineola NY 11501

Business 746-5599
Fax 746-1045
E-Mail
kgray@BeeReadyLaw.com

Revised: April 15, 2015
Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, __________ FRank J Chester ________, state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures
This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Vocational Education & Extension Board

Vendor's Address: 30 East Chesrty St Hicksville NY US 11803

Vendor’s EIN or TIN: 116002404

Forms Submitted:

Political Campaign Contribution Disclosure Form:
10/11/2019 02:19:33 PM

Lobbyist Registration and Disclosure Form:
01/08/2020 11:26:51 AM

Business History Form certified:
12/03/2019 11:39:31 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
01/08/2020 11:31:57 AM
Principal Questionnaire(s)
This refers to the most recent principal questionnaire submissions.

No principal questionnaires have been selected.

I, _______________ Frank J Chester _______________ hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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.

Frank J Chester
Name

Chief Instructor
Title

Vocational Education & Extension Board
Name of Submitting Entity

02/21/2020 03:55:20 PM
Date
CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated January 1, 2019 (the "Effective Date"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Office of Emergency Management, having its principal office at 540 Grumman Road West, Bethpage, New York 11714 (the "Department") and (ii) Nassau County Vocational Education and Extension Board, a not-for-profit corporation having its principal office at 30 East Cherry Street, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall terminate three (3) years from the Effective Date (each calendar year included in the term of this Agreement, an "Agreement Year"), unless sooner terminated in accordance with the provisions of this Agreement. The County may renew this Agreement for an additional three (3) year period, for a total term of six (6) years.

2. Services. (a) The services to be provided by the Contractor under this Agreement (the "Services") shall consist of:
   i) Specialized National Incident Management ("NIMS") training to members of the County's volunteer fire service and EMS in accordance with the Homeland Security Grants received by the County (the "Services"). NIMS is a core component of the National Response Framework which is used to prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies. The specialized training addresses NIMS components of Preparedness, Communications and Information Management, Resource Management and Command and Control, with delivery specifically tailored by the Contractor to meet the demands and needs of the County's volunteer fire service and EMS members.
   ii) Specialized Technical Rescue Team training for members of the County's volunteer fire service to include, but not limited to, Structural Collapse Operations, Trench Rescue Operations, Confined Space Rescue Operations, and Rope Rescue Operations.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of One Million One Hundred Thousand Dollars ($1,100,000.00) (the "Total Authorized Maximum Amount"). The maximum amount payable for the first Agreement Year shall not exceed Three Hundred Thousand Dollars ($300,000.00), payable in accordance with the line-item budget (the "Budget") attached hereto as Appendix A. Payments for Services performed during the first Agreement Year shall be made on a reimbursement basis in accordance with the Budget attached hereto. Funding for Services performed after the first Agreement Year is in the sole and absolute discretion of the County. If funds are available and the Department elects to fund this Agreement for additional Agreement Years, then the Department shall notify the Contractor of the maximum amount available for each Agreement Year and process a contract advisement to encumber additional Agreement Year funds. The notification shall be in the form of a letter sent from the Department to the Contractor setting forth the maximum
amount and a budget for the Agreement Year. The parties understand that the details of the budget may require input from the Contractor, including a discussion of any reasonable adjustments to the per diem rates that are provided in Appendix A. The Contractor must return the notification letter to the Department, countersigned, within thirty (30) days of receipt in order to accept the maximum amount and budget for the Agreement Year. If the Contractor rejects the maximum amount or budget, or does not advise the Department of its acceptance or rejection within the timeframe stated above, then this Agreement shall terminate as of the end of the last funded Agreement Year. If the Department elects not to fund this Agreement for a particular Agreement Year, then the Department shall send the Contractor notice of the same and this Agreement shall terminate as of the date set forth in the Department’s notice or, if no termination date is set forth, then as of the end of the last funded Agreement Year.

(b) **Vouchers: Voucher Review, Approval and Audit.** Payments shall be made to the Contractor in arrears and shall be contingent upon:

(i) the Contractor submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, but not limited to, (1) copies of check(s) indicating the expense for which the Contractor is seeking reimbursement under this Agreement has been incurred, (2) detailed payroll expenses (if applicable), (3) course lists (including date course is held, course title, and name of instructor(s)), (4) course attendance records, and (5) invoices for miscellaneous expenses (if applicable); and

(ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the “Comptroller”).

(c) **Timing of Payment Claims.** The Contractor shall submit claims no later than three (3) months following the County’s receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments.** Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) **Reconciliation; Rollover; Reimbursement Upon Termination.** Upon the County’s direction, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for this Agreement shall not be applied to or utilized for a different agreement. Payment to the Contractor following termination or expiration of this Agreement shall not exceed authorized expenditures made prior to termination or expiration.
(g) **Adjustments to Budget.** The Contractor may make adjustments of not more than ten percent (10%) to any line-item in the Budget, provided that the maximum amount is not increased as a result of any adjustment. The Contractor may, with prior written approval from the Department head or designee, adjust the amount of any line-item in the Budget above ten percent (10%), provided that the maximum amount is not increased as a result of any adjustment. This provision shall also be applicable for budgets after the first Agreement Year.

(h) **Partial Encumbrance.** The Contractor acknowledges that the County will partially encumber funds to be applied toward the Total Authorized Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that there shall be an initial encumbrance of Three Hundred Thousand Dollars ($300,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. **Compliance with Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's 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
(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records
pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. 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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional
liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor’s employees ("Workers Compensation Insurance"), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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) 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. **Executory Clause.** Notwithstanding any other provision of this Agreement:

   (a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

20. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

NASSAU COUNTY

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

PLEASE EXECUTE IN BLUE INK
STATE OF NEW YORK

COUNTY OF NASSAU

On the 23rd day of November in the year 2019 before me personally came
Robert V. Hughes to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of Nassau; that he or she is the
Executive Director of FEED of Nassau County, 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.

PATRICIA M. MCCLAFFERTY
Notary Public, State of New York
Reg. No. 01MC6325167
Qualified in Nassau County
Commission Expires May 16, 2023

STATE OF NEW YORK

COUNTY OF NASSAU

On the ____ day of _______ in the year 20____ before me personally came
____________________ to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of ____________; that he or she is the
County Executive of the County of Nassau, the municipal corporation described herein and which
executed the above instrument; and that he or she signed his or her name thereto pursuant to
Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC
APPENDIX A

Contractor Salary Detail for the first Agreement Year (January 1, 2019 – December 31, 2019), NIMS Training:

2019 Salary for Fire Service Academy:
Annual Per Diem: $160,000.00

2019 Salary for Emergency Medical Service Division:
Annual Per Diem: $140,000.00

TOTAL: $300,000.00

Contractor Salary Detail for the first Agreement Year (January 1, 2019 – December 31, 2019), Specialized Technical Rescue Team Training:

TOTAL: $0

Pay Schedule for Per Diem Employees for period January 1, 2019 through June 30, 2019):

Fire Service Academy:
Medics: $20 per hour
Dispatchers: $15 per hour
Instructor with experience teaching the Session between 1 - 27 times: $89.25 per session
Instructor with experience teaching the Session between 28 - 55 times: $99.75 per session
Instructor with experience teaching the Session between 56 - 80 times: $110.25 per session
Instructor with experience teaching the Session 81 or more times: $175.14 per session
(each session = 4 hours)

Emergency Medical Service Division:
Instructor with experience teaching the Session between 1 - 80 times: $110.25 per session
Instructor with experience teaching the Session 81 or more times: $175.14 per session

Both Emergency Medical Service Division and Fire Service Academy can also have night supervisors at $187.40 per session.

Pay Schedule for Per Diem Employees for period July 1, 2019 through December 31, 2019):

Fire Service Academy:
Medics: $20 per hour
Dispatchers: $15 per hour
Instructor with experience teaching the Session between 1 - 27 times: $93.71 per session
Instructor with experience teaching the Session between 28 - 55 times: $104.74 per session
Instructor with experience teaching the Session between 56 - 80 times: $115.77 per session
Instructor with experience teaching the Session 81 or more times: $183.90 per session
(each session = 4 hours)
**Emergency Medical Service Division:**
Instructor with experience teaching the Session between 1 – 80 times: $115.77 per session
Instructor with experience teaching the Session 81 or more times: $183.90 per session

Both Emergency Medical Service Division and Fire Service Academy can also have night supervisors at $196.77 per session.

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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.

(j) 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.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction
recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.
As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
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.

The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

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 (f) 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:

   (Name)

   (Address)

   (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 _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   ____________________________________________________________

   ____________________________________________________________

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   ____________________________________________________________

   ____________________________________________________________

   ____________________________________________________________

   ____________________________________________________________
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

11/22/19
Dated

(Signature)
Signature of Chief Executive Officer

ROGER V. HUGGINS JR
Name of Chief Executive Officer

Sworn to before me this

22nd day of November, 2019.

(Notary Signature)
Notary Public

PATRICIA M. MCLAFFERTY
Notary Public, State of New York
Reg. No. 01MC0326187
Qualifies in Nassau County
Commission Expires May 18, 2023
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT APPROPRIATELY OR NECESSARILY AUTHORIZE, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in Ture of such endorsement(s).

PRODUCER

HUBBINETTE-COWLL ASSOC INC
1005 Park Blvd, #3
Massapequa Park, NY 11762-2777

INSURED

VOCATIONAL EDUCATION & EXTENSION
BOARD, NASSAU COUNTY
30 EAST CHERRY STREET
HICKSVILLE, NY 11801

INSURER

NATIONAL UNION FIRE INS. CO. OF PA
19445
PERMA
MEDPRO RRG

RAISES
CERTIFICATE 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 the certificate may be issued on any portion of the insurance afforded by the policies described herein is subject to all the terms, conditions and restrictions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS: VARIOUS MEDICAL PROFESSIONAL LIABILITY/PUBLIC LIABILITY EXCITATION

PROOF OF INSURANCE, CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

NASSAU COUNTY
OFFICE OF THE COUNTY EXECUTIVE
1550 FRANKLIN AVENUE
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

© 1985-2018 ACORD CORPORATION All rights reserved.
February 20, 2020

Re: VEEB (Vocational Education Extension Board) Contract CQEM20000001

This contract is late because of the following adverse impacts:

- When the Office of Emergency Management (OEM) processed the 100% grant funded 2018 VEEB NIMS (National Incident Management System) contract, which included general funds from Fire Marshall’s budget, several issues arose with NIFA causing the contract to be revised. The delays to the 2018 contract set OEM back a few months getting the 2019 contract started.
- The new vendor portal was mandated for contracts in early 2019. Several times beginning in early summer 2019, OEM requested VEEB to register and submit disclosure forms. Because there are several principles, some with limited computer skills, and in spite of the assistance OEM and County IT provided, it was not until mid-November 2019 that the last Principle Questionnaire was correctly filed.
- For sole source compliance, OEM was asked to place a Legal Notice in Newsday advertising Notice of Intent to utilize VEEB for firefighter and EMS training. In previous contracts with VEEB, this was not required. The ad ran on November 22, 2019 with responses accepted until December 6, 2019.
- When the STS (Solicitation Tracking System) was implemented OEM’s Financial System Administrator, who handles contracts for the department, was inadvertently overlooked for training. In lieu of this, Procurement provided overview instruction but no system documentation. When questions were asked of Procurement, it frequently took repeated emails before a response was received. In one case it took a month of repeated email requests before an answer was received regarding Responsibility Determination and Recommendation for Award requirements.
- After entering contract information into ECRS, OEM was advised that Fire Marshal had already utilized VEEB’s vendor disclosure forms from the portal for their 2020 contract, necessitating that the forms all be recertified as “No Change” by the 6 principals.

VEEB has already conducted the specialized training approved by NYS Department of Homeland Security and Emergency Services that this contract amendment is funding. This expense is planned as part of OEM’s August 31, 2020 Homeland Security Grant closeout.

Thomas Delaney, Financial System Administrator
NIFS ID: CQAT20000003  Department: County Attorney

Contract ID #: CQAT20000003  NIFS Entry Date: 27-JAN-20  Term: from to

| New | 1) Mandated Program: | N |
| Time Extension: | 2) Comptroller Approval Form Attached: | Y |
| Addl. Funds: | 3) CSEA Agmt. § 32 Compliance Attached: | N |
| Blanket Resolution: | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Y |
| RES# | 5) Insurance Required | Y |

**Vendor Info:**

| Name: Law Office of Vincent D. McNamara | Vendor ID#: [Redacted] |
| Address: 1045 Oyster Bay Rd., Suite 1, East Norwich, NY 11732 | Contact Person: [Redacted] |
| | Phone: [Redacted] |

**Department:**

| Contact Name: Mary Nori |
| Address: 1 West Street, Mineola, NY 11501 |
| Phone: 516-571-6083 |

**Routing Slip**

| Department | NIFS Entry: X | 10-FEB-20 -- MREYNOLDSAT |
| Department | NIFS Approval: X | 10-FEB-20 -- SBERMAN |
| DPW | Capital Fund Approved: | 10-FEB-20 -- SBERMAN |
| OMB | NIFA Approval: X | 21-FEB-20 -- IQURESHI |
| OMB | NIFS Approval: X | 11-FEB-20 -- JNOGID |
| County Atty. | Insurance Verification: X | 10-FEB-20 -- AAMATO |
| County Atty. | Approval to Form: X | 13-FEB-20 -- DGRIPPO |
Contract Summary

**Purpose:** The services to be provided by the Law Office of Vincent D. McNamara (the "firm" or "Counsel") under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in the following cases:

1. N.C. an infant by her m/n/g REINA ORELLANA and REINA ORELLANA, individually v. THE COUNTY OF NASSAU, THE TOWN OF HEMPSTEAD and SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT, Index No. 613302/2019; In the matter of S.G.J., an infant by her mother and natural guardian Martine L. Volcy, and Martine L. Volcy, individually, and Sydney Garcon Jonathan v. The County of Nassau; M.G., An Infant By Her Mother and Natural Guardian, LAURA ANDRADE and LAURA ANDRADE, Individually v. County of Nassau and TOWN OF HEMPSTEAD, Index No. 616869/2019; as well as any potential cases and/or claims arising out of the injuries sustained from the underlying incident involved in the above referenced cases; and

2. JOSEPH JACKSON v. NASSAU COUNTY, NASSAU COUNTY POLICE DEPARTMENT DETECTIVE ROBERT DEMPSEY, DETECTIVE GARY ABBONDANDELO, DETECTIVE JOHN M. HOLLAND, DETECTIVE ZIMMER, POLICEOFFICE BARRY MCGOVERN, DETECTIVE GERALD MULLEN, DETECTIVE SHARKLEY, POLICE OFFICER MICHAEL C. POMERICO, POLICE OFFICER MURRAY, POLICE OFFICE PAVLICK, NASSAU COUNTY ATTORNEY DISTRICT ATTORNEY and JOHN and JANE DOE NOS 1-20, Being Unknown Employees of THE COUNTY OF NASSAU, Index No. 18cv3007 (the "Services").

**Method of Procurement:** Counsel submitted a proposal in response to an Request For Qualifications ("RFQ") and was added to the qualified counsel panel. After a mini-bid process was commenced by the Litigation Bureau, thirteen (13) firms were solicited from our qualified counsel panel. Seven (7) firms responded. Ultimately, Counsel was chosen by the selection committee based on their score and rank.

**Procurement History:** New Contract. Please see method of procurement above.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** $240,000.00 maximum - initial encumbrance of $90,000

**Change in Contract from Prior Procurement:** none

**Recommendation:** (approve as submitted) Approve as Submitted

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A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY’S OFFICE, AND THE LAW OFFICE OF VINCENT D. MCNAMARA.

WHEREAS, the County has negotiated a personal services agreement with the Law Office of Vincent D. McNamara to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Law Office of Vincent D. McNamara
NIFA  Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Law Office of Vincent D. McNamara

2. Dollar amount requiring NIFA approval: $240,000

   Amount to be encumbered: $90,000

   This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 2/1/2020 to completion

   Has work or services on this contract commenced? N

   If yes, please explain:

4. Funding Source:

   X General Fund (GEN)  Grant Fund (GRT)
   Capital Improvement Fund (CAP)
   Other

   Federal % 0
   State % 0
   County % 0

   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:

The services to be provided by the Law Office of Vincent D. McNamara (the "Client") under this Agreement shall consist of representing Nassau County, and its officers, and each other party as the County may be required to defend, in the following cases:

1. N.C., an infant by her mother and natural guardian, and D.C., an infant by her natural guardian and natural guardian, individually v. THE COUNTY OF NASSAU, THE TOWN OF HEMPSTEAD, and SEWANAKE CENTRAL HIGH SCHOOL DISTRICT, Index No. 6133025/2019; In the Matter of S.G.J., an infant by her mother and natural guardian, and S.G.J., an infant by her natural guardian, individually v. THE COUNTY OF NASSAU, M.G., An Infant By Her Mother and Natural Guardian, LAURA ANDRADE and LAURA ANDRADE, individually v. County of Nassau and TOWN OF HEMPSTEAD, Index No. 6133066/2019, as well as any potential cases and/or claims arising out of the injuries sustained from the underlying incident involved in the above referenced cases; and

2. JOSEPH JACKSON v. NASSAU COUNTY, NASSAU COUNTY POLICE DEPARTMENT, DETECTIVE ROBERT DEMPSEY, DETECTIVE GARY ABENDANDER, DETECTIVE JOHN M. HOLLAND, DETECTIVE ZIMMER, POLICE OFFICER BARRY MCCOY, DETECTIVE GERALD MULLEN, DETECTIVE SHARKLEY, POLICE OFFICER MICHAEL C. ROMERO, POLICE OFFICER MURRAY, POLICE OFFICER PAVLOVIC, NASSAU COUNTY ATTORNEY DISTRICT ATTORNEY and JOHN and JANE DOE NOS 1-20, Being Unknown Employees of THE COUNTY OF NASSAU, Index No. 18cv30077 (the "Services")

6. Has the item requested herein followed all proper procedures and thereby approved by the:

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:
7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

<table>
<thead>
<tr>
<th>Contract ID</th>
<th>Date</th>
<th>Amount</th>
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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.

IQUESHI 21-FEB-20

Authenticated User Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:
I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User Date

NIFA

Amount being approved by NIFA:  

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.
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: Law Office of Vincent D. McNamara

CONTRACTOR ADDRESS: 1045 Oyster Bay Road, Suite 1, East Norwich, NY 11732

FEDERAL TAX ID #: [Redacted]

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date]. ______ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date]. ______ [#] proposals were received and evaluated. The evaluation committee consisted of: [List of committee members]. (List # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on ________________________ [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. A Request for Qualifications (“RFQ”) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Law Office of Vincent D. McNamara has submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, based on the firm’s experience, expertise in the subject matters, and availability, the firm has been determined to be qualified by the Department in the areas of law listed in the attached routing sheet and assigned the case provided in the attached routing sheet.

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. X 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. 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.

[Signature]

Department Head Signature

[Date]

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. 01/18*
COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

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<td>$500.00 - annual Golf Classic and Old Fashioned BBQ (2016)</td>
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<td>November 1, 2017 - Jack Martins for</td>
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1 File(s) uploaded: POLITICAL CONTRIBUTIONS - County Executive.pdf

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 01/30/2020 10:31:40 AM Vendor: Law Office of Vincent D. McNamara

Title: Principal
SCHEDULE OF EVENTS

TUESDAY, JUNE 7TH, 2016
BETHPAGE STATE PARK, RED & BLUE COURSE

6:30AM – Registration & Breakfast
7:30AM – Shotgun Start
1:00PM – Old Fashioned BBQ at Carlyle on the Green

$1,250 PER GOLFER
Includes: Giveaways and goodie bags, breakfast, refreshments and BBQ.

$100 BBQ ONLY (1:00 PM)

For additional information please contact:
FriendsOfEdManganoRSVP@gmail.com
See enclosed card for sponsorship information.
Dear Friends,

Join the Friends of Jack Martins Committee at their reception for Jack on Wednesday, November 1st at The Jericho Terrace in Mineola. Please see the invitation below for details and how to RSVP.

Can't make it but you would like to support Jack?
Click here for more details.

As always, if you have any questions, please give our Headquarters a call (516-341-7407) or stop by - we are located at 721 Franklin Avenue in Franklin Square.

Onward to victory!
TEAM MARTINS
PLEASE JOIN

Friends of Jack Martins

FOR A COCKTAIL RECEPTION
IN SUPPORT OF
JACK MARTINS FOR COUNTY EXECUTIVE

Wednesday, November 1, 2017
Jericho Terrace
249 Jericho Turnpike, Mineola
VIP Reception: 5:30pm to 6:30pm
General Reception: 6:30pm to 8:30pm

TICKETS:
VIP - $500
GENERAL - $100

SPONSORSHIPS:
$5,000 - 6 VIP TICKETS & SIGNAGE
$2,500 - 4 VIP TICKETS & SIGNAGE
$1,500 - 2 VIP TICKETS & SIGNAGE

Please make all checks payable to
Martins for Nassau
P.O. Box 12, Williston Park, NY 11596
or www.MartinsForNassau.com (click donate)

RSVP to JackMartinsRSVP@gmail.com

###
Jack Martins is the Republican, Conservative and Reform Party nominee for Nassau County Executive. Jack is a former three-term New York State Senator, the former Mayor of Mineola, and lives in Nassau with his wife and four daughters. Jack Martins is focused on making Nassau County a better place to live, work and raise a family. As Nassau County Executive, Jack is committed to ending the corruption that has compromised the public’s trust in government, protecting local property taxpayers and creating an economic renaissance to provide a brighter future for the middle class. The election is November 7, 2017.
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: Vincent D. McNamara
   Date of birth: [Redacted]
   Country: US

   Business Address: 1045 Oyster Bay Road
   City: East Norwich
   State/Province/Territory: NY
   Zip/Postal Code: 11732
   Country US
   Telephone: (516) 922-9100

   Other present address(es):
   City: [Redacted]
   State/Province/Territory: [Redacted]
   Zip/Postal Code: [Redacted]
   Country: [Redacted]
   Telephone: [Redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President
   Chairman of Board
   Chief Exec. Officer
   Chief Financial Officer
   Vice President
   (Other)

   Treasurer
   Shareholder
   Secretary
   Partner
   12/01/1997

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO If Yes, provide details.
   I am the Principal/Owner of the business.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [X] 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    X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
      YES    NO    X If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
      YES    NO    X If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
      YES    NO    X If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
      YES    NO    X If yes, provide an explanation of the circumstances and corrective action taken.

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?
9. a. Is there any felony charge pending against you?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
   YES ☐ NO ☒ X If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

|   |   | X | If yes, provide an explanation of the circumstances and corrective action taken. |

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

|   |   | X | If yes, provide an explanation of the circumstances and corrective action taken. |

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

|   |   | X | If yes, provide an explanation of the circumstances and corrective action taken. |
I, Vincent D. McNamara, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vincent D. McNamara, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Law Office of Vincent D. McNamara
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Principal
Title

01/30/2020 11:13:05 AM
Date
Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/30/2020

1) Proposer's Legal Name: LAW OFFICE OF VINCENT D. McNAMARA

2) Address of Place of Business: 1045 Oyster Bay Road, Suite 1
   City: East Norwich State/Province/Territory: NY Zip/Postal Code: 11732

3) Mailing Address (if different):
   City: 
   State/Province/Territory: 
   Zip/Postal Code: 
   Country: 
   Phone: (516) 922-9100
   Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: None.

5) Federal I.D. Number:

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
   YES ☒ NO ☐ X If yes, please provide details:

8) Does this business control one or more other businesses?
   YES ☐ NO ☒ X If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES ☒ NO ☐ X If yes, please provide details:
10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an
element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☑ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☑ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES ☐ NO ☑ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☑ X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.


16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☑ X If yes, provide details for each such year. Provide a detailed response to all questions checked ‘YES’. If you need more space, photocopy the appropriate page and attach it to the questionnaire.


17 Conflict of Interest:
a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.
b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

This firm has represented the County of Nassau for a number of years. When we are assigned a matter, we run it through our internal docket to make sure that no conflict exists.

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.

Have you previously uploaded the below information under in the Document Vault?
YES  NO  X

Is the proposer an individual?
YES  NO  X Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
12/01/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Vincent D. McNamara - Principal/Owner

No individuals with a financial interest in the company have been attached.

iii) Name, address and position of all officers and directors of the company. If none, explain.
Vincent D. McNamara.

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;
6

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.
21
C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Firm Resume attached

1 File(s) Uploaded: FIRM RESUME.pdf

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.

<table>
<thead>
<tr>
<th>Company</th>
<th>F &amp; L Claims Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Stephen Lobaccaro</td>
</tr>
<tr>
<td>Address</td>
<td>560 Broad Hollow Road - Suite 202</td>
</tr>
<tr>
<td>City</td>
<td>Melville</td>
</tr>
<tr>
<td>State/Province/Territory</td>
<td>NY</td>
</tr>
<tr>
<td>Country</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>(631) 393-6205</td>
</tr>
<tr>
<td>Fax #</td>
<td>(631) 393-6211</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:SLobaccaro@fandlclaims.com">SLobaccaro@fandlclaims.com</a></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Company</th>
<th>COUNTY OF SUFFOLK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Dennis M. Brown, County Attorney</td>
</tr>
<tr>
<td>Address</td>
<td>100 Veterans Memorial Highway, P.O. Box 6100</td>
</tr>
<tr>
<td>City</td>
<td>Hauppauge</td>
</tr>
<tr>
<td>State/Province/Territory</td>
<td>NY</td>
</tr>
<tr>
<td>Country</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>(631) 853-4049</td>
</tr>
<tr>
<td>Fax #</td>
<td>(631) 853-5169</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:Dennis.Brown@suffolkcountyny.gov">Dennis.Brown@suffolkcountyny.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company</th>
<th>COMMUNITY ASSOCIATION UNDERWRITERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td>Lori A. Long, Vice President of Claims</td>
</tr>
<tr>
<td>Address</td>
<td>2 Caufield Place</td>
</tr>
<tr>
<td>City</td>
<td>Newtown</td>
</tr>
<tr>
<td>State/Province/Territory</td>
<td>PA</td>
</tr>
<tr>
<td>Country</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>(267) 757-7125</td>
</tr>
<tr>
<td>Fax #</td>
<td>(267) 757-0319</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:llong@cauinsure.com">llong@cauinsure.com</a></td>
</tr>
</tbody>
</table>
I, [Vincent D. McNamara], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [Vincent D. McNamara], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: LAW OFFICE OF VINCENT D. McNAMARA

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Principal/Owner

01/30/2020 10:50:39 AM

Date
FIRM RESUME

Law Office of Vincent D. McNamara
Tower Square
1045 Oyster Bay Road - Suite 1
East Norwich, New York 11732
(516) 922-9100 - Telephone
(516) 922-9208 - Facsimile
VINCENT D. McNAMARA

VINCENT D. McNAMARA, was born on October 17, 1952.

He received his B.A. from St. John's University in January, 1974 and his J.D. in June, 1977 from the St. John's University School of Law. He was admitted to practice by the Appellate Division, Second Department, in February, 1978.

Currently, his work efforts are in the areas of professional liability, products liability, medical malpractice, construction litigation, premises liability, employment discrimination, directors and officers liability and appeals.

He is a member of the New York State Bar Association and its Special Committee on Volunteer Lawyers, the Nassau County Bar Association, the Nassau-Suffolk Trial Lawyers, the Defense Association of New York and the Defense Research Institute. He has lectured for the New York State Bar Association, the Nassau County Bar Association, the Suffolk County Bar Association Academy of Law, and the National Business Institute in the areas of products liability, premises liability and trial technique.

Mr. McNamara opened his own office in December, 1997 after many years as a partner in a litigation firm.

KAREN J. WALSH

KAREN J. WALSH was born on [redacted] and currently resides in West Babylon, New York.

She graduated Magna Cum Laude with a B.S. in Elementary Education/Special Education from Long Island University, C.W. Post Center in 1980. She was employed by the Federal Government, specifically the Social Security Administration as a Benefit Authorizer. In 1987, she was promoted to the position of Post Entitlement Technical Assistant.

She received her J.D. from Hofstra University School of Law in 1991 where she was an Articles Editor on the Hofstra Property Law Journal. In addition, she worked as a Research Assistant to Professor Vern R. Walker on two articles which he published in the field of Scientific Evidence. She is admitted to practice in all New York State Courts and the United States District Court, Eastern District of New York.

After law school, she was an associate with Mulholland, Minion & Roe from 1991 to January, 1998. She became a senior associate in 1997. During her tenure at Mulholland, Minion & Roe, she handled all aspects of the firm's litigation, including medical malpractice, legal malpractice, civil rights litigation, premises liability and products liability matters.

She is a member of the Nassau County Bar Association and the New York State Bar Association. She has lectured at St. John's University School of Law in connection with a Trial Advocacy Course.

Presently, she is associated with the Law Office of Vincent D. McNamara, where she handles all aspects of the firm's litigation, including medical malpractice, professional liability, premises liability and directors and officers liability.
HELEN M. BENZIE

HELEN M. BENZIE, graduated magna cum laude from Molloy College in Rockville Centre, New York, and received her J.D. from St. John's University School of Law in 1977. Admitted to practice in New York in 1978 by the Appellate Division, Second Department, subsequently she was admitted to practice before the Unites State Supreme Court, United States Court of Appeals for the Second and Eleventh Circuits, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Ms. Benzie has handled primarily insurance and reinsurance litigation involving toxic tort and various insurance and reinsurance coverage issues related to the defense of personal injury, maritime and commercial liability actions. Defending in these actions, she has litigated in state and federal trial and appellate courts throughout the United States. She has also counseled insures and reinsurers on the content of their insurance and reinsured agreements.

She is a member of the Association of the Bar of the City of New York, Nassau County Bar Association, New York state Bar Association, Maritime Law Association of the United States and Southeastern Admiralty Law Institute.

Her community involvement includes serving as an Arbitrator for the United States District Court, Eastern District of New York. She has taught as an Adjunct Professor in the Writing Program at New York Law School. In 1997, she was a panelist at the January Joint Meeting on Marine Insurance Regulation and the McCarran-Ferguson Act sponsored by the American Association of Law Schools.


In 2004, she became associated with the Law Office of Vincent D. McNamara where she works in the areas of professional liability and coverage defense litigation after practicing for over 20 years with the law firm of Bigham Enklar Jones & Houston in Manhattan.
CHARLES D. TEIXEIRA

ADMISSIONS

New York (2009)
United States District Court, Eastern District of New York (2010)
United States District Court, Southern District of New York (2010)

EXPERIENCE

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York (Present)
   Civil litigation associate handling all aspects of the firm’s litigation, including medical
   malpractice, professional liability, premises liability and directors and officers liability.

   Plaintiff’s personal injury litigation associate, handling general negligence, automobile
   and premises liability matters. Responsible for court appearances, arbitrations, mediations
   and trials at both the state and federal level.

THE LEGAL AID SOCIETY OF SUFFOLK COUNTY, Central Islip, New York (2012-2014)
   Bilingual staff attorney (English/Spanish) for suburban public defender’s office, handling
   criminal matters from inception through trial, including motion practice, bail applications,
   hearings, Violations of Probation, and occasional felony-level offenses.

   Litigation associate responsible for handling personal injury, real estate and commercial
   matters, including motion practice, court conferences, replevin actions and settlement
   negotiations in New York City and its surrounding jurisdictions.

EDUCATION

   External Competition Team, Frank S. Polestino Trial Advocacy Institute

   Recipient, Fr. Pedro Arrupe, S.J. Scholarship

DeMATHA CATHOLIC HIGH SCHOOL, Hyattsville, Maryland (2001)
   Member, 2001 Maryland State Bar Association Champion Mock Trial Competition Team
EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Jamaica, New York
J.D., June 2010
Activities: Mock trial, Street Law Teaching Clinic.

ST. JOHN'S COLLEGE OF PROFESSIONAL STUDIES, Jamaica, New York
B.A., summa cum laude, Criminal Justice, May 2006; Business Administration minor, May 2006
Academics: G.P.A.: 3.7

EXPERIENCE

THE DRESSLER LAW FIRM, PLLC, New York, New York
Partner and Of-counsel Attorney, April 2014-present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York
Associate, June 2010-April 2014; Trial Counsel April 2014-Present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law, Insurance Defense
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

STREET LAW TEACHING CLINIC, Jamaica High School, Jamaica
Instructor, September 2008-January 2009
Taught 9th and 10th graders the basic principles of criminal justice, criminal law, constitutional rights, and the legal system through St. John's School of Law.

ST. JOHN'S UNIVERSITY, Jamaica, New York
Lecturer for Dr. Thomas Ward, September 2008-Present
Lectured on the Law School Admission process, becoming an attorney, life of an attorney, and various other elements of attending and completing a law school education

ST. JOHN'S SCHOOL OF LAW, Jamaica, New York
Mock Trial Coach and Trial Evaluator, September 2008-Present
Coached, Instructed and Evaluated various Mock Trial Teams and Competitions for the Internal and External Law School Mock Trial Program
ADAM B. DRESSLER, ESQ.- THE DRESSLER LAW FIRM, PLLC

Adam B. Dressler founded The Dressler Firm in 2012.

Adam’s practice is focused on real estate transactions and civil and commercial litigation.

His advocacy and counselling are driven by an especially client centric approach where achieving each client’s unique goals is always the overarching objective of each representation.

Adam earned his B.A. in Politics & Law and Philosophy from Binghamton University in 2007 and his J.D. from St. John’s University School of Law in 2010.

Education:

J.D.  St. John's University School of Law, 2010

B.A.  Binghamton University, 2007

Prior Legal Experience:

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York
Of Counsel April 2014-Present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law, Insurance Defense
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

Rubenstein & Rynecki, Attorneys-at-Law, Brooklyn, NY
Associate Attorney, 2011 to 2012

Parisi and Leonick, PC, Glen Cove, NY
Paralegal, 2008 to 2011
Handled various real estate transactions including residential sales and purchases, zoning and land use matters, and refinances.
Margaret M. Grady

OBJECTIVE
To obtain a position as a Legal Secretary/Administrative Assistant offering career incentives, utilizing my A.A.S. in Paralegal Studies, Business Diploma, and 20+ years of related experience in legal office administration

SUMMARY OF QUALIFICATIONS

- Highly organized and professional administrator with Notary Public license
- Excellent communicator skilled in client relations and problem-solving
- Extensive experience preparing a broad scope of legal documents
- Professional Paralegal with in-depth knowledge of law vocabulary
- Proficient in maintaining executive calendar including court appointments
- Managerial skill in hiring and supervising part-time seasonal

BUSINESS BACKGROUND

1998-present
LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, NY
Secretary to Partner
Recruited by principal of former law firm to provide administrative support to the founder of a practice with 7 Associates specializing in medical malpractice and personal injury.

- Maintain executive calendar including personal, professional and court appointments
- Plan and prepare travel itineraries including accommodation and transportation
- Independent preparation of Answers, Motions, Pleadings, Bills of Particulars, Expert Disclosures, Discovery Requests and Responses and Trial Memoranda
- Compile medical records for review by health care experts
- Screen incoming calls and visitors as primary liaison to attorney
- Administrative responsibility for payroll, bank deposits, weekly expense reporting, accounts payable, and equipment maintenance

1993-1998
MULHOLLAND, MINION & ROE, Williston Park, NY
Legal Secretary
- Provided legal administrative support to a private practice with 5 Associates
- Prepared legal documentation and maintained computerized client records
- Recruited by senior partner as personal Secretary in a new law firm

1983-1993
MONTFORT, HEALY, MCGUIRE & SALLEY, Garden City, NY
Legal Secretary
- Diversified administrative duties in a pool supporting 20 Associates

EDUCATION
NASSAU COMMUNITY COLLEGE, Garden City, NY
A.A.S., Paralegal Studies (1993)

BERKELEY BUSINESS SCHOOL, Hicksville, NY
Diploma, Office Technology/Legal Assistant (1982)

LICENSING
New York State Notary Public

SKILLS
WordPerfect/Corel 8.0, Microsoft Word, some Westlaw, Quick Books. Shorthand.

REFERENCES
Available upon request
COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Law Office of Vincent D. McNamara

Address: 1045 Oyster Bay Road

City: East Norwich State/Province/Territory: NY Zip/Postal Code: 11732

Country: US

2. Entity's Vendor Identification Number:

3. Type of Business: Other (specify) Sole Proprietorship.

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):

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

None. Vincent D. McNamara is the sole Member/Partner and Owner of Business.

1 File(s) uploaded BUSINESS CERTIFICATE.pdf

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

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(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.

Electronically signed and certified at the date and time indicated by:

Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 02/06/2020 11:55:02 AM

Title: Principal
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.
BUSINESS CERTIFICATE

Pursuant to General Business Law § 130, I hereby certify that I intend to or am conducting or transacting business in the State of New York within the County of Nassau under the name or designation of LAW OFFICE OF VINCENT D. McNAMARA at 1045 OYSTER BAY ROAD, SUITE 1, EAST NORWICH, NEW YORK 11732.

My full name is VINCENT DEPAUL McNAMARA and I reside at 2 TIFFANY ROAD, OYSTER BAY, NEW YORK 11771.

I further certify that I am the successor in interest to N/A, the person(s) previously using the name(s) specified above to carry on or conduct or transact business. (Complete if applicable)

I am not less than eighteen years of age (if I am less than eighteen years of age, to wit: _____ years of age).

IN WITNESS WHEREOF, I have signed this certificate on the 19th day of OCTOBER, 2007.

[Signature] VINCENT D. McNAMARA

Acknowledgment in New York State (RPL § 389-a)

STATE OF NEW YORK )
COUNTY OF NASSAU )

On the 19th day of October 2007 in the year 2007 before me, the undersigned, personally appeared VINCENT D. McNAMARA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature] MARGARET M. GRADY
Notary Public, State of New York
No. 30-4594899

[Signature] MARGARET M. GRADY
Notary Public

MCC Rev. 4/01
1. Maureen O'Connell, Clerk of the County of Nassau and of the Supreme and County Court, do hereby certify that I have compared the annexed BUSINESS RECORDS, with the original filed in my office on OCT 19, 2007 and have found it to be a true and complete copy of said original.

In testimony whereof, I have hereto set my hand and affixed the seal of the County of Nassau this OCT 19, 2007 day of

[ Seal ]

Maureen O'Connell, Clerk
SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Law Office of Vincent D. McNamara, with an office located at 1045 Oyster Bay Road, Suite 1, East Norwich, New York 11732 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101 and Nassau County Administrative Code Section 22-2.8, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, the Counsel desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on February 1, 2020 and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in the cases assigned to Counsel, listed in "Appendix A" attached hereto and incorporated herein (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Forty Thousand Dollars ($240,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee
schedule:

(i) Partner: $215.00
(ii) Of Counsel: $215.00
(iii) Associate: $185.00
(iv) Paralegal/Law Clerk: $90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Ninety Thousand Dollars ($90,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Voucher: Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County’s receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this
Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. **Independent Contractor.** Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default.** Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. **Compliance with Law.** (a) **Generally,** Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County’s registration protocol. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

   (b) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

   (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

   (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

   (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification’s accuracy.

(c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this
Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County’s Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.
7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New
York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers’ Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the “County Executive”), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for “Cause” by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word “Cause” includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the “Commissioner”), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under
this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the “Applicable DCE”) on the same day that notice is given to the Commissioner.

(c) **Counsel Assistance upon Termination.** In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel’s responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. **Accounting Procedures; Records.** 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. **Limitations on Actions and Special Proceedings against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) **Notice.** At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentation. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel’s action or special proceeding against the County.

(b) **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. **Work Performance Liability.** The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in
accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. **Administrative Service Charge.** Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The County shall have no liability under this Agreement
(including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) **NIFA Approval.** County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority (“NIFA”) during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA’s approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the “Approval Date”) shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department’s intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAW OFFICE OF VINCENT D. McNAMARA

By: Vincent D. McNamara
Name: Vincent D. McNamara
Title: Principal
Date: January 10, 2020

NASSAU COUNTY

By: [Signature]
Name: County Attorney
Title: County Attorney
Date: 1/30/2020

NASSAU COUNTY

By: [Signature]
Name: [Name]
Title: County Executive
  ☐ Deputy County Executive
Date: [Date]

PLEASE EXECUTE IN BLUE INK
ON THE 10TH DAY OF JANUARY IN THE YEAR 2020 BEFORE ME PERSONALLY CAME VINCENT D. MCNEALY TO ME PERSONALLY KNOWN WHO, BEING BY ME DILY SWORN, DID DEPOSE AND SAY THAT HE OR SHE RESIDES IN THE COUNTY OF NASSAU; THAT HE OR SHE IS THE PRINCIPAL OF THE LAW OFFICE OF VINCENT D. MCNEALY 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.

MARGARET M. GRADY
NOTARY PUBLIC
STATE OF NEW YORK)
COUNTY OF NASSAU)

ON THE 30TH DAY OF JANUARY IN THE YEAR 2020 BEFORE ME PERSONALLY CAME JARED A. KASCHAU TO ME PERSONALLY KNOWN, WHO, BEING BY ME DILY SWORN, DID DEPOSE AND SAY THAT HE OR SHE RESIDES IN THE COUNTY OF NASSAU; THAT HE OR SHE IS THE COUNTY ATTORNEY, THE MUNICIPAL CORPORATION DESCRIBED HEREIN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT HE OR SHE SIGNED HIS OR HER NAME THERETO PURSUANT TO LAW, INCLUDING NASSAU COUNTY CHARTER SECTION 1101.

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2023

ON THE ______ DAY OF ____________________ IN THE YEAR 20__ BEFORE ME PERSONALLY CAME ___________________ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DILY SWORN, DID DEPOSE AND SAY THAT HE OR SHE RESIDES IN THE COUNTY OF ____________________; THAT HE OR SHE IS A COUNTY EXECUTIVE OF THE COUNTY OF NASSAU, THE MUNICIPAL CORPORATION DESCRIBED HEREIN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT HE OR SHE SIGNED HIS OR HER NAME THERETO PURSUANT TO SECTION 205 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

NOTARY PUBLIC
Appendix A

The cases assigned to Counsel as of the commencement this of Agreement is as follows:

1. **N.C. an infant by her m/n/g REINA ORELLANA and REINA ORELLANA, individually v. THE COUNTY OF NASSAU, THE TOWN OF HEMPSTEAD and SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT.** Index No. 613302/2019; **In the matter of S.G.J., an infant by her mother and natural guardian Martine L. Voley, and Martine L. Voley, individually, and Sydney Garcon Jonathan v. The County of Nassau; M.G., An Infant By Her Mother and Natural Guardian, LAURA ANDRADE and LAURA ANDRADE, Individually v. County of Nassau and TOWN OF HEMPSTEAD.** Index No. 616869/2019; as well as any potential cases and/or claims arising out of the injuries sustained from the underlying incident involved in the above referenced cases.

2. **JOSEPH JACKSON v. NASSAU COUNTY, NASSAU COUNTY POLICE DEPARTMENT DETECTIVE ROBERT DEMPSEY, DETECTIVE GARY ABBONDANDELO, DETECTIVE JOHN M. HOLLAND, DETECTIVE ZIMMER, POLICE OFFICE BARRY MCGOVERN, DETECTIVE GERALD MULLEN, DETECTIVE SHARKLEY, POLICE OFFICER MICHAEL C. POMERICO, POLICE OFFICER MURRAY, POLICE OFFICE PAVLICK, NASSAU COUNTY ATTORNEY DISTRICT ATTORNEY and JOHN and JANE DOE NOS 1-20. Being Unknown Employees of THE COUNTY OF NASSAU.** Index No. 18cv3907.
Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such
authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County’s Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor’s Subcontracts and Contractor’s fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect
of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.
Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the “Law”), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   ____________________________________________________________________________ (Name)
   1045 Oyster Bay Road, Suite 1
   East Norwich, New York 11732 (Address)
   (516) 922-9100 (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 ____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

4. In the past five years, an administrative proceeding, investigation, or government body-
initiated judicial action ______ has ______ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\[\text{January 19, 2020}\]  
Dated

\[\text{Vincent D. Malamara}\]
Signature of Chief Executive Officer

\[\text{Vincent D. Malamara}\]
Name of Chief Executive Officer

Sworn to before me this \[\text{10th day of January, 2020}\].

\[\text{MARGARET M. GRADY}\]
Notary Public

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR9305784
Qualified in Nassau County
My Commission Expires June 08, 2022
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER
State Farm
Bill Hanan
STATE FARM INSURANCE
70 E MAIN ST
OYSTER BAY, NY 11771

INSURED
Vincent McNamara
1345 Oyster Bay Road
East Norwich, NY 11732

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10): Additional Remarks Schedule, may be attached if more space is required.

Nassau County is an additional insured

CERTIFICATE HOLDER

CANCELLATION

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

Dorina Guida
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Pace Professional Services, Ltd.
585 Stewart Avenue, Suite 600
Garden City, NY 11530

INSURER(S) AFFORDING COVERAGE
AXIS Insurance Company

INSURED
Law Office of Vincent D. McNamara
1045 Oyster Bay Road, Suite 1
East Norwich, NY 11732

COVERAGES

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CERTIFICATE NUMBER: 016748-0120
Date Issued: 02/10/2020
Date Effective: 2/10/2020
Date Expiration: 2/10/2021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

CERTIFICATE HOLDER
County Of Nassau
One West Street
Mineola, NY 11501

CANCELLATION

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

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
**Workers' Compensation Board**

**NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

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<td>1046 Oyster Bay Rd</td>
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<tr>
<th>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
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<tr>
<td>THE COUNTY OF NASSAU</td>
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<tr>
<td>1 West Street</td>
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<tr>
<td>Mineola, New York 11501</td>
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<tr>
<th>3a. Name of Insurance Carrier</th>
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<td>Travelers</td>
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<tr>
<th>3b. Policy Number of Entity Listed in Box &quot;1a&quot;</th>
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<td>UR-2425839-19-42-3</td>
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<th>3c. Policy effective period</th>
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<td>06/25/2019 to 06/24/2020</td>
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<th>3d. The Proprietor, Partner(s) or Executive Officer(s) are</th>
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<tr>
<td>X Included. (Only check box if all partners/officers included)</td>
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This certificate that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under item 3a on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days if a policy is canceled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, the Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kenneth Fabricant
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature]
(Signed for)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-622-9000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (5-17) www.wcb.ny.gov
Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.
NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO
PRESIDING OFFICER

RULES COMMITTEE

LEGISLATOR RICHARD NICOLELLO
CHAIR

Theodore Roosevelt Building
1550 Franklin Avenue
Mineola, New York

March 6, 2020
1:09 P.M.
APPEARANCES:

LEGISLATOR RICHARD NICOLELLO
   Chair

LEGISLATOR HOWARD KOPEL
   Vice Chair

LEGISLATOR STEVEN RHOADS

LEGISLATOR LAURA SCHAEFER

LEGISLATOR KEVAN ABRAHAMS
   Ranking member

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE
Rules 4-6-20

LEGISLATOR NICOLELLO: I would like to call the Rules Committee to order. I will ask Legislator Bynoe to lead us in the Pledge please.

Please remain standing for a moment just to have a moment of silence for those who have lost their lives to this COVID-19 pandemic, to their families, to all those who are suffering in our hospitals, as well as a moment of thanks for our first responders and our health care workers who are on the front lines of this war. Thank you.

Note the record that this room has been cleaned thoroughly before we got here and misted, among other things. That each of the legislators and the public who entered the room, actually the public is not here, but the individuals from the county who entered the room had their temperature checked. So we are taking every precaution. We have separated ourselves obviously and we have a number of legislators who will be participating remotely.

If anyone is watching the stream of
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this and wants to submit comments you may do
so by emailing us to M. Pulitzer at Nassau
County NY dot gov. Those emails will be made
part of the record.
I will act as clerk and call the
roll. Legislator Bynoe.

LEGISLATOR BYNOE:    Here.

LEGISLATOR NICOLELLO:    Legislator

DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON:

Here.

LEGISLATOR NICOLELLO:    Ranking

member Kevan Abrahams.

LEGISLATOR ABRAHAMS:    Here.

LEGISLATOR NICOLELLO:    Legislator

Schaefer.

LEGISLATOR SCHAEFER:    Here.

LEGISLATOR NICOLELLO:    Legislator

Rhoads.

LEGISLATOR RHOADS:    Present.

LEGISLATOR NICOLELLO:    Legislator

Kopel.

LEGISLATOR KOPEL:    Here.

LEGISLATOR NICOLELLO:    And I am
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here. That's a quorum. We're going to do things a little bit differently today. We are obviously not having the rest of our committees meet but we have invited all legislators to participate in this Rules Committee meeting. They will able to make remarks, ask questions and the likewise. But Rules Committee members will be the only ones who will be voting on these items.

So we will go to the items first starting with 77 of 2020. A local law requiring legislative approval for compensation paid in connection with the compromise or settlement of a proceeding in condemnation or eminent domain. It's a Minority bill. Moved by Legislator DeRiggi-Whitton. Seconded by Legislator Bynoe. I don't know if anyone wants to speak about this.

LEGISLATOR BYNOE: Good day.

This bill is in response to a most recent item that had come to the floor where the legislative body had approved the administration at the time to engage in an
effort to condemn a piece of property and take ownership through eminent domain. And the appraised value of that property on record to the legislature had been $750,000. The final price for condemnation through the court process was actually $3.6 million.

I feel, along with members of the Minority, we feel as though the legislature was precluded from being able to weigh in whether that was a fair and just price for that property, and we believe that this legislative body should have those items in the future come to the legislature so we can determine whether we feel it is a just price.

So this item would require in the future that if they receive our approval to enter into these types of negotiations that they have to come back to us for the final actual completion of the process.

LEGISLATOR NICOLELLO: I think, speaking for Majority, anything that provides more legislative input into the process and provides more transparency and additional checks and balances is something that we would
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be in favor of.

We did have a question, we want to make sure we have this question posed to the county attorney and we will look to get that question answered before the next meeting of the full legislature. But the question is whether this is something, this role in the process, the eminent domain process, is something that complies with state law. To the extent that what we're doing is in compliance with state law, again from the Majority, we certainly would want greater say for the legislature, greater role in transparency.

Anyone want to add anything?

LEGISLATOR BYNOE:  Presiding Officer, just for background, when Legislator Kevan Abrahams and I began worked on this we requested the Minority counsel to engage with the county attorney's office. We had robust conversations and we received confirmation that it was sound based on state law. But by all means please interface and have confirmation of that.
LEGISLATOR NICOLELLO: Sure. If it was something that they gave you in writing we would like to have a copy of it.

LEGISLATOR BYNOE: I'm not sure that we do. If we do we will forward it to you. And if not, we will request it and forward something to you.

LEGISLATOR NICOLELLO: Sounds good. Anyone present or participating remotely? Hearing none, all in favor signify by saying aye. Those opposed? Carries unanimously.

81 of 2020. A resolution authorizing the county executive to execute a grant agreement between the county of Nassau acting on behalf of the Department of Parks and the Museums at Mitchell doing business as the Cradle of Aviation.

Moved by Deputy Presiding Officer Kopel. Seconded by Legislator DeRiggi-Whitton.

MR. PERSICH: Andy Persich, Office of Management and Budget. I'm speaking on behalf of the Parks Department. This is
the annual for the Cradle of Aviation. It's $600,000 and it's paid through hotel/motel tax.


84 of 2020 is a resolution requesting the legislature of the state of New York to enact and the governor to approve an act to amend Chapter 269 of the laws of 1979 relating to and authorizing the county to lease certain lands acquired pursuant to the provisions of Article 15 of the Parks and Recreation Law in relation to extending such authorization to lease or permit certain premises.

Moved by Legislator Rhoads. Seconded by Legislator Schaefer. Any debate or discussion on this item? Committee members or anyone? Hearing nothing, all in favor signify by saying aye. Those opposed? Carries unanimously.
I'm going to call next number of items in a block. They are 86 of 2020. 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99 and that is it. These are resolutions to authorize the transfer of appropriations heretofore made within the budget for the year 2020. As well as ordinances supplemental to the annual appropriation ordinance in connection with the fire department, the police department, the Department of Health, probation, Nassau County Crime Victims Assistance Program and the Office of Management and Budget.

Motion by Legislator DeRiggi-Whitton. Seconded by Minority Leader Abrahams. Any debate or discussion on these transfers and supplemental appropriations?

LEGISLATOR DERIGGI-WHITTON: We are happy to support OMB in any way that we can. We just want to make clear that these are basically transferring the funding that they are requesting. But we will be reviewing everything that comes before us as far as contracts and everything else. So, we are
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happy to support it but we are also going to be doing our due diligence, as we all always do.

LEGISLATOR NICOLELLO: We agree with that. Just note for the record many of these supplemental appropriations are completely grant funded items. So the money is coming from the state to pay for functions to be performed by our county government.

Who did you get the message from?

Let me ask the people remotely. Can you hear the feed? If you are not hearing the feed from the meeting please text. If you are in the Minority text either Delia or Siela. Or if in the Majority just text our counsel, Chris Otsuni. If you are having difficulties we can have Kevin Long take a look at it. I think we're good.

All in favor of those items signify by saying aye. Those opposed? Carries unanimously.

Item 100 is an ordinance supplemental to the annual appropriations --

I'm sorry. It's an ordinance to implement a
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local government assistance program in Nassau County.

Moved by Legislator Schaefer. Seconded by Legislator Bynoe. This is the sharing of revenues pursuant to state law with our towns, villages and cities. Any debate or discussion? Hearing none, all in favor signify by saying aye. Those opposed? Carries unanimously.

Item 103 of 2020 is a resolution to authorize the execution of a tax exemption and PILOT agreement between the county of Nassau and Selfhelp Bergen Housing Development Fund Company. The company acknowledged and agreed to by Bergen Place L.L.C.

Moved by Minority Leader Abrahams. Seconded by Legislator Rhoads. Dan Deegan representing --

MR. DEEGAN: The attorney for the applicant. I understand deputy county attorney Homel didn't have the technology or something, couldn't get in. So, I will just give an overview of the project. I know some of you are familiar with it, especially
Legislator Mule whose district this project is in.

This is basically an application to the county by the Selfhelp organization, which is a not-for-profit organization whose mission it is to provide affordable housing to vulnerable populations, including senior citizens.

This particular project that we're talking about today is a property at 8183 South Bergen Place in Freeport. And the proposal is for the Selfhelp organization to build a 45 unit housing development there that would be targeted towards and reserved for senior citizens making 60 percent of the AMI or less.

The project would provide on-site services including social services and health services to the residents there. Have some on-site staff. The project has been fully approved by the Village of Freeport. The project is being financed by low income tax credits from home funds and other financing sources for this type of housing. Those other
financing sources, including the state, looks for the local municipalities to participate in supporting this type of project through a PILOT agreement.

So, as I say, the village has already granted an exemption for the village taxes but we come to the county legislature to ask for an exemption and payment agreement to cover the county, town and school taxes.

We have negotiated an agreement with the administration after going back and forth, but basically it provides for the current taxes that are on the property to stay intact and to have them escalate for a two year period of time.

The property has gone through quite the process and this project has gone through quite the process to get to this point. It is slated, if we can get this done on this next legislative cycle, it's slated to close on April 30th. We're really trying to keep to that despite the crisis going on. We think of that date. And hopefully when this crisis lifts or slows this will immediately provide
construction jobs and a boost to the economy in the short run, in addition to obviously the long term benefits of providing a safe place for seniors to live at an affordable level.

The reason for the exemption is that the construction costs are very high and the rents are regulated to be very low. It's hard to make these projects work financially. Various funding sources recognize that. That's one of the reasons why they grant subsidies to projects like this and they have in this case and that they do look for local participation from the county and village and that's what we are here today to request.

LEGISLATOR NICOLELLO: Thank you.

LEGISLATOR MULE: This is Debra Mule. May I speak?

LEGISLATOR NICOLELLO: Sure.

LEGISLATOR MULE: So I'm very much in favor of this project. I think it will be beneficial in many ways, as Dan mentioned, in terms of construction jobs for the immediate. But more importantly, it will provide 44 homes to seniors at an affordable
cost, and we know that there is a great shortage of affordable housing for Nassau County. So I think this is a great project. I have been hearing about this from day one of me taking office, and I know it's been worked on for many years before that because I heard about it as a trustee when I was a trustee in the Village of Freeport. So I do support this project and I hope everyone else will. Thank you.

LEGISLATOR NICOLELLO: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON:
Thank you. We've had a lot of questions regarding PILOTS in the past. I know I was very disappointed in the one that happened in Glen Cove. However, speaking with Legislator Mule for the past couple of years I'd say, we believe that this is the type of project that a PILOT should be offered to and we are happy to have additional senior affordable housing coming to the island in Nassau.

However, Minority Leader, Kevan Abrahams, do you want to say anything Kevan?
1 Rules 4-6-20
2 Basically we really do take the stand that we
don't support PILOTS in general. But again, I
hope this project is successful.
3 LEGISLATOR NICOLELLO: Anyone
4 else want to have a say on this? Hearing
5 none, all in favor signify by saying aye.
6 Those opposed? Passes unanimously.
7 LEGISLATOR ABRAHAMS: Nay.
8 LEGISLATOR NICOLELLO: The
9 Minority Leader is a nay. So it passes by a
10 vote of six to one on the committee. Thank
11 you.
12 Before we go into the contracts
13 portion of the meeting we have two additional
14 items on the addendum. Dan, thank you very
15 much. We appreciate it.
16 MR. DEEGAN: Thank you very
17 much. Stay safe.
18 LEGISLATOR NICOLELLO: You too.
19 Two additional items on the addendum. We need
20 a motion to suspend the rules. Moved by
21 Legislator Rhoads. Seconded by Legislator
22 Schaefer. All in favor of suspending the
23 rules signify by saying aye. Those opposed?
Carries unanimously.

Item 104 of 2020 is a resolution to authorize a transfer of appropriations heretofore made within the budget for the year 2020.

That is moved by Deputy Presiding Officer Kopel. Seconded by Legislator Bynoe. This is a transfer relating to the purchase of materials, personal protective equipment for the COVID-19 outbreak. It was polled by the legislature and approved. But now we are going through the formality of approving it now. Any discussion on this item? It is one of the reasons why we will be meeting on a regular basis so that these types of items can be put before the legislature and formally approved on a timely basis.


105 of 2020 is an ordinance supplemental to the annual appropriation ordinance and to transfer appropriations heretofore made within that to reconcile the
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county's financial records for the budget year 2019.

Moved by Legislator DeRiggi-Whitton. Seconded by Legislator Schaefer. This is the year end transfer with an extraordinary amount of funds being transferred. Obviously it's on the addendum. So we have limited time to analyze this. It's done ever year so that they can prepare the CAFR. But obviously we have two more weeks after today so that we will continue to scrutinize this for any additional questions that we might have. But does anyone have any questions on item 105 of 2020?

LEGISLATOR DERIGGI-WHITTON: Hi. Thank you for coming today. So, what we're trying to do is just make sure we provide everything necessary as far as funding and everything else. Do you mind stating on the record that all the procurement processes that we have in place will continue to be there?

MR. PERSICH: To my knowledge yes. I just got an email on that that they will have to come for your ratification
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to this body. Even though we are in a state of emergency and the procurement gets a little unique I will say. But it will be coming here for ratification.

With regards to 105, which is the year end one, I just want to put on the record there may be a substitution because the comptroller's office worked feverishly to get this here on Friday. So there may be some small changes to this that I will be adding before the full legislature and I will be glad to answer any questions at that time regarding the balance of the transfers.

LEGISLATOR NICOLELLO: Thank you. Anyone have any questions? Thank you Andy. Hearing no further questions, all in favor signify by saying aye. Those opposed? Carries unanimously.

The next area to cover will be contracts. This is the contracts portion of the calendar, and I'm going to call all of them at once. Then we will be considering them individually after that.

B-4, B-9, B-12 of 2020 are
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resolutions authorizing the county executive
to award and execute contracts between the
county of Nassau and Posillico Civil, 192
Branch Interior Services, Inc., Pratt Brothers
Inc.

E-50, E-51, E-53, E-54, E-55, E-57,
E-58 and E-59 are resolutions authorizing the
county executive to execute personal service
agreements or amendments to personal service
agreements between the county and PFM
Financial Advisors, Crow L.L.P., TRIAD Group
L.L.C., Nassau County Bar Association Assigned
Counsel Defender Plan, the law office of
Vincent D. McNamara, the Safe Center of Long
Island Inc., Albrecht Viggiano Zureck and
Company and the Nassau County Vocational
Educational and Extension Board.

I'm going to actually take one of
those items out of there because one of our
members will have to recuse himself. That
will be the item with TRIAD Group L.L.C., item
53 of 2020. So the rest of those items,
however, are now being called. Motion by
Deputy Presiding Officer Kopel. Seconded by
Minority Leader Abrahams.

And we will start with the first one, which is B-4. It's a resolution authorizing the county executive to award and execute a contract between the county and Posillico.

MR. ARNOLD: Ken Arnold, Public Works. B-4 is a resurfacing contract called priority phase three. There were four bidders. Posillico was the lowest responsible bidder. It was below the engineer's estimate. The MWBE compliance is at five percent.

LEGISLATOR NICOLELLO: Any questions from anyone? I guess we're good. Which are the ones do you have?

MR. ARNOLD: B-9 and B-12.

LEGISLATOR NICOLELLO: Jump to B-9.

MR. ARNOLD: B-9 is a contract amendment for our asbestos removal contractor. The contract expired on 4-4 of this month. This is a six-month extension while we put in place our new contract. It's
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also for an additional $900,000 capacity of
which $500,000 and is going towards the rifle
range to do remediation on the sand berm for
lead removal.
This contractor is in good standing
with the department. We have reached out to
the Department of Labor. As of March 5th all
their violations were satisfied and were in
good standing also with the Department of
Labor.

LEGISLATOR NICOLELLO: What other
areas of the county are in need of asbestos
abatement?

MR. ARNOLD: Right now the only
major project is the rifle range, which is a
lead removal project. But we run across
asbestos projects in our normal course of
business. Whether our facility guys are
working or other contractors where we call
this person in immediately to do the removal
once we do the monitoring setup.

LEGISLATOR NICOLELLO: Any other
questions? Deputy Presiding Officer Kopel.

LEGISLATOR KOPEL: Thank you.
Good afternoon Ken. Is that rifle range operating? I mean overall? I don't know about right now but overall.

MR. ARNOLD: Right now I believe it's open to law enforcement. But we have certain bays closed out as we do our work. We can segregate the work.

LEGISLATOR KOPEL: Is it safe for them to work there now? Is it safe for them to actually be there and use it with the lead situation?

MR. ARNOLD: Yes. We just installed a new exhaust system in the facility. Part of the challenge is the sand is clogging the exhaust system up. So we are changing filters more than we want to. Once we get the sand remediated the filtering system will be much easier to maintain and keep up.

LEGISLATOR KOPEL: At this point right now it's a state of the art filtering?

MR. ARNOLD: Yes. It's a two-stage filter. We have a prefilter and a HEPA filter.
Legislator DeRiggi-Whitton.

Legislator Deriggi-Whitton:

Thank you. Hi Ken. Thank you for coming today also. Can you put on the record your comment regarding -- never mind. Could I ask Mr. Cleary to come up presiding Officer? Would that be okay?

Legislator Nicolello: Is he here?

Legislator Deriggi-Whitton: He's not here.

Ms. Horst: Katy Horst from the administration. He should be on. Robert, are you on? I can try to get him on the phone.

Legislator Deriggi-Whitton:

There was just an issue with -- we wanted to get something on the record regarding the IG issues.

Ms. Horst: Just give me a minute. I'll try to get him on the phone.

Legislator Deriggi-Whitton: I don't want to delay anything today.

Legislator Nicolello: Why don't
LEGISLATOR DERIGGI-WHITTON: Skip that one?

LEGISLATOR NICOLELLO: Yeah. We will come back to that one later. B-12.

MR. ARNOLD: B-12 is our requirements contract for resurfacing. We only had one bidder for this project. We did reach out to bidders to find out what were their issues. We only really have three or four bidders in our pool right now for resurfacing. The issue that most bidders came back with was just the scope of work. That it's not defined. It's fill-in work. And they were putting their resources more towards larger projects.

This contract is a three-year contract plus one year extension at $4 million per year. And the MWBE is at 14 percent. I know I always come up here and tell you on a requirements contract we don't have MWBEs. But in this type of work these guys will sub out particular type of contracting work, which in this case is concrete and trucking. So
they were able to define, based on our engineer's estimate, what that number will be. That number will grow depending on how much work we put into the project.

LEGISLATOR NICOLELLO: Just a general question. Obviously the county's operations are essential and it includes repaving and projects of that nature. Are we proceeding with our repaving projects? It seems like this would be a prime time to get those things done.

MR. ARNOLD: The department is pushing forward all our construction contracts. The focus is on repaving because it's such a problem in the county. But all of our ongoing construction projects were considered essentially. We've been working with New York State ESD to be assured of that. And now we're just working with our contractors and make sure they can do social distancing on the job sites or the disinfectant policies.

LEGISLATOR NICOLELLO: To make sure all the precautions are in place and
social distancing et cetera. But it still can proceed with those --

MR. ARNOLD: Yes. My staff is working from home to move contracts along. We recognize, the administration recognizes that at the end of this we need to have work out there. So we are working very hard to keep doing that as much as possible.

LEGISLATOR NICOLELLO: Right. There's a value here to the county, to the public as well to get the streets repaved. But it's also economically a value to us in general to have this part of the industry still out there working generating income et cetera.

MR. ARNOLD: The department has spent a lot of time the past week putting together processes, the change orders committee, bid openings, everything we need to do to keep work going in a virtual setting.

LEGISLATOR NICOLELLO: Any other questions on this contract with Pratt Brothers?

MR. CLEARY: Can anybody hear
LEGISLATOR NICOLELLO:  Is that Robert Cleary?  Robert, can you hear us?

MR. CLEARY:  Yes.  Can you hear me?

LEGISLATOR NICOLELLO:  We can hear you.  You want to go ahead Delia?

LEGISLATOR DERIGGI-WHITTON:

Thank you Mr. Cleary.  Would you mind just putting on the record what your response was to the IG's questions regarding this contract?

MR. CLEARY:  I'm sorry, which contract?

LEGISLATOR DERIGGI-WHITTON:  It would be B-9-20 which involves the firing range.

LEGISLATOR NICOLELLO:  Branch Interior Services is the vendor.

MR. CLEARY:  The question was why was there not material information identified the department reviewed the information and determined that the information did need to be supplemented and was supplemented by the
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types of misuse that were identified, violations that were identified, are commonplace in that industry and they were all resolved to this regulatory agency.

LEGISLATOR DERIGGI-WHITTON: Can you specify the violations on the record for us?

MR. CLEARY: There is a list of them in the package.

LEGISLATOR NICOLELLO: Speaking for the Majority, our counsel has not received the IG's questions on this item. So it's kind of difficult for us to proceed without having seen that, reviewed it. We haven't received it. I think at this point, I mean with respect to Branch Services B-9 we are going to look to table this item. Again, we will be back in two weeks with the full legislature. If we can get the information from the IG at that point and then we can also obviously continue our conversation with Mr. Cleary.

At this point have a motion to table? Moved by Legislator Rhoads. Seconded
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by Legislator Bynoe. All in favor of tabling signify by saying aye. Those opposed?

LEGISLATOR DERIGGI-WHITTON:

Majority Leader, if I'm reading this correctly, I believe there was also an IG issue let's say with E-54. I'm not sure if you're aware of that also.

LEGISLATOR NICOLELLO: Assigned counsel plan?

LEGISLATOR DERIGGI-WHITTON: Yes.

LEGISLATOR NICOLELLO: We will consider that once we get to that. Obviously that's something we do every year. I'm not sure what the issue could be. It's a state mandated program essentially.

LEGISLATOR DERIGGI-WHITTON: Just because it said that the contractor's disclosure -- I'm just making sure you're aware of that.

LEGISLATOR NICOLELLO: I guess when we get to 54 we can take that up. B-9 has been tabled. Anyone have any questions on B-12, which is with Pratt Brothers? Hearing none, all in favor of that contract signify by

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B-12 has been voted on. We will hold the rest of them until the end at which time we will vote on them as a group.

E-50 of 2020. Again, this is one with PFM Financial Advisors.

MR. PERSICH: PFM is our financial advisors who does our financial analysis on our bonding and advises us financially on structure of deals and everything else. It's a renewal of a one-year contract. There's different hourly rates. But they have been with us for almost 20 years I want to say. Maybe even longer.

LEGISLATOR NICOLELLO: Actually it's longer than that. It goes at least to the '90s. Anyone have any questions? Hearing none, we will move on to the next one, 51, which is a contract with Crowe L.L.P. That was with the comptroller's office.

MR. BLANCO: Good afternoon everyone. Sergio Blanco from the comptroller's office to discuss this item.
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First, I want to make sure I hope everyone is safe and sound and everyone's family is okay during this crisis. And on a lighter note, I want to thank everyone for giving me the opportunity to finally shave and get dressed for the first time in weeks. If I could tell you a little bit about this item.

This contract is with Crowe L.L.P. as for two services that we intend to use. The first is for GASB 87. We plan to have this firm's assist us due to the significant number of leases at the county that meet the criteria under new lease standard. As well as the decentralization of the county and the current lack of the technology solution.

With the lack of resources and needed technology and the ability to accumulate of information and prepare the necessary calculations as are required by the Government Accounting Standards Board accurately and timely is impossible without this assistance. Which is why we put forward this contract.

In addition, we are going to use
this vendor to provide a financial impact analysis as it relates to COVID-19. The analysis will provide a series of projections on critical revenue so that Nassau County can best prepare for recovery of post-COVID-19 environment.

We plan to partner with Crowe L.L.P., a national top ten accounting firm, which can provide external benchmark and financial modeling enabling the county --

LEGISLATOR NICOLELLO: Sergio, can you move closer to the computer? It's a little bit garbled.

MR. BLANCO: Again, we plan to do an analysis to provide critical projections on how COVID-19 will affect the county's revenues in particular. We're going to start with a sales tax analysis. Get a modeling tool that will then be extended further out to the county's other largest financial revenue streams.

I will be happy to answer any questions. As well our director of accounting, Lisa Sikoris, is also on the call.
LEGISLATOR KOPEL: Good afternoon. It's a little bit hard to understand you, so I may be asking about something that you covered so bear with me.

How is this different than the core function of the comptroller? In other words, it seems like lot of the things you are describing are things that you would ordinarily do directly with your core staff. Why is this different?

MR. BLANCO: Of course COVID-19 is something that certainly none of us have ever experienced in our lives.

LEGISLATOR KOPEL: No question about it. But is this item strictly related to that?

MR. BLANCO: No, it is not.

LEGISLATOR KOPEL: To the extent that it is not COVID-19, and obviously everyone understands that that is different, but beyond that, what is it that the core staff is not able to do and why?

MR. BLANCO: Lisa can discuss the specifics with respect to accounting as to why
we need them in particular for the GASB 87 and financial impact analysis.

MS. SIKORIS: Certainly. Good afternoon. This is Lisa Sikoris. I'm the county director of accounting. Again, I want to reiterate what Sergio said earlier. I hope you and your families are safe and well during these times.

So, the Crowe contract is basically two pieces. One is GASB 87 support and the work that they are going to do for us so the county can adopt GASB 87 in accordance with the GASB's time frame and ensure that our financial statements continue to be issued in accordance with GAP.

The second component --

LEGISLATOR KOPEL: Forgive me for interrupting but isn't that something that you do every year?

MS. SIKORIS: GASB 87? No. GASB 87 is a new GASB that is being adopted. It's being implemented. The problem that the county faces is that similar to the FASB, the Financial Accounting Standards Board issuance
on leases, that is governmental entities have to adopt the same type of lease requirements for reporting. It changes the way the county and other municipalities have to report their leases significantly.

LEGISLATOR KOPEL: This is a new FASB requirement?

MS. SIKORIS: Correct.

LEGISLATOR KOPEL: You anticipate then you are going to need this support every year from now on?

MS. SIKORIS: No. What's going to happen is, because this particular GASB is extremely complex and time consuming and we do not have the technology in the county to manage this. As a matter fact, all the experts are saying that if you have more than 50 leases you cannot use Excel. And at this point so many things under the new criteria will meet the requirement for reporting. Things like easements have to be reviewed. Things that may have been net leases have to be broken out into the lease component like lessee piece and the lessor piece. It is
extremely, extremely time consuming and --

LEGISLATOR KOPEL: Once again --

MS. SIKORIS: We don't have the technology.

LEGISLATOR KOPEL: I understand.

Once again, this is not a one change just for now it's a permanent change by FASB, right?

MR. BLANCO: Not exactly. So, for the first two years we're going to need this vendor to get us up and running. If you look at the contract, the next three years are zero dollars. The only expense we're going to have in years three, four and five, four and five the option years, is if we continue to use their technology solutions. Which is a Crowe lease optimizer. That, in of itself, we had a concern when we went out to market we don't want to be beholding to a proprietary technology solution. So it actually can pull the data out to ourselves we want and transfer it to either an internal software solution or a different third party solution.

This is really needed for two years to get us up and running. And if you recall,
this is such a big undertaking that the administration, in conjunction with our office, issued a directive a number of months back that we had to start getting ready for this. Because that's how big and laborious this task really is. So we're talking about a very large project. Two years afterwards we will transition off and be able to do it ourselves.

LEGISLATOR KOPEL: That answers that question. Thank you.

LEGISLATOR NICOLELLO: Do we have any other questions? Legislator Bynoe.

LEGISLATOR BYNOE: Thank you Presiding Officer. This question I would like to address to Mr. Cleary. Mr. Cleary, this question is regarding the procurement process and whether we feel that -- because I know initially the scope was just for the GASB 87.

MR. BLANCO: If I can clarify that. I'm sorry to interrupt legislator. The initial scope was not just GASB 87. In fact, the title of the RFP itself included two scopes. It was one GASB 87 and two additional
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as-needed services. In the title we referred
to it as other technical services. The RFP
did have two sections.

LEGISLATOR BYNOE: Thank you.

But we know that COVID-19 could not have been
in their purview at that time. So given the
fact -- Sergio, please let me finish. Thank
you. Given the fact that COVID-19 was not a
part of the original scope and this broadens
the scope, I would like to make sure we are
not in any way violating our policies as it
relates to procurement.

MR. CLEARY: I did review the
scope. The scope, although the majority of
the scope was GASB 87, the scope itself in the
RFP and also in the contract does include
additional services. They're not defined as
to specifically what their services are beyond
public accounting services, including other
GASB issues and other public accounting
issues. Which I think is sufficiently broad.
I think we would have a problem if this
contract was not used for GASB 87.

Yes, the reason, the impetus for
the original RFP was GASB 87. But I think from the outset it's clear that there was a recognition that there would be other additional services that may be required in other public accounting needs. It's true that COVID-19 was certainly not envisioned, imagined at the time that this was solicited. I think that if this contract was used even predominantly for COVID-19 that could be problematic because clearly that was not what the basis of the competition was focused on.

On the other hand, the baffle round included additional services. The contract itself includes additional services. The payment structure includes additional services. The scope itself did speak to non-GASB 87 services.

I think in this case, under these circumstance, this makes sense as a vehicle for this particular need. Especially since we are already a couple of months into the event and soliciting, involving vendors in another solicitation, asking them to put together proposals, asking us to review them during
this circumstance is probably a distraction from the real focus and possibly dangerous frankly.

LEGISLATOR BYNOE: Perfect.

Thank you. Just wanted to put that on the record.

And Sergio this question would then be for you. It's expected that we will be able to stay within the contracted amount of $510,000 coupling these two activities together?

MR. BLANCO: Absolutely. We expect all the services to be within the max amount. We don't plan to come back to the legislature and ask for more money.

LEGISLATOR BYNOE: Thank you very much.

Presiding Officer, just for the record, I would like to state -- we know that you saw Ellen Birnbaum and it was mentioned that Josh Lafazan is on the computer as well. But Carrie Solages and also Legislature Drucker are on as well. They wanted that mentioned.
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I believe the Minority Leader has a question as well.

LEGISLATOR NICOLELLO: Kevan? Is he still having problems with the audio feed?

LEGISLATOR ABRAHAMS: Just for the record, my questions were tied to the procurement process as it pertains to COVID, the $510,000 max. I have no questions.

LEGISLATOR NICOLELLO: Anyone else have any questions? Hearing none, all in favor signify by saying aye. Those opposed? I'm reverting back to the way we used to handle things. I guess we're doing this individually now. All in favor signify by saying aye. Those opposed? Carries unanimously.

We are going to skip to E-54 of 2020. It's a contract between the county and the Nassau County Bar Association Assigned Counsel Defender Plan. Andy.

MR. PERSICH: This is the annual renewal for the bar association for 18B. It's been around long in existence similar to PFM. It's the conflict between ILS and then they
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cover. This is for the administrative portion to facilitate the plan. And the funding I think is $453,384.

LEGISLATOR NICOLELLO: Legislator DeRiggi-Whitton you had something that the IG reported?

LEGISLATOR DERIGGI-WHITTON:

Thanks. I understand that some questions were sent out like regarding the IG earlier this morning. I think hopefully we all were aware of them. Do you mind just putting on record what you feel -- if you're comfortable with this or if you want to address each of her concerns if you don't mind.

MR. PERSICH: I believe the questions, which I only received about an hour before the meeting, had to do with some of the disclosures statements. Which I think we had a problem in 2018 with this. That there was some opinion by the county attorney's office that mitigated this requirement with them.

On the record, they have been around for longer than I can remember and the administration, through the bar association,
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and it functions well in the court system that we have the conflict between ILS and 18B over there. This is just to keep the administration, to get the lawyers in court on time and everything else. I am very comfortable with the administration of this program.

LEGISLATOR DERIGGI-WHITTON: I know Rich said it was from the '90s which we have to take his word on.

LEGISLATOR NICOLELLO: That was PFM.

LEGISLATOR DERIGGI-WHITTON: Anyway, is there anything -- I know that she specifically was concerned with something regarding the plan. The counsel plan the contract disclosure. The counsel plan, is that something that has been around for a while?

MR. PERSICH: This part of contract is for the administrative piece of this, which is for that. But they also administer who gets assigned to the individual branches of the court system. That's done
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through them.

LEGISLATOR DERIGGI-WHITTON: She had an issue with the assigned counsel plan contract disclosure. Do you know what exactly the problem was?

MR. PERSICH: I don't know specifically legislator. I'm being honest with you.

LEGISLATOR NICOLELLO: Look, I mean, we didn't have a chance to review this either. There's no way that we can proceed with this until we take a look at the inspector general's questions and get the answers that we need. So, I think, again, we have a full legislative meeting coming up in two weeks. I think this is another contract that we're going to have to adjourn until that time so we have a chance to review what the inspector general is raising.

I will say, again, that this is a program that the bar association provides. It's a needed program. I'm sure ultimately we are going to be passing this along. But we have to do our due diligence.
Mr. Persich: I completely understand this body. I will say this and I get that we have to procure properly, he is in cash strapped position. Just keep that in mind for the next session because we're going to have to expedite it. Because it is an ever revolving fund to keep the administrative piece open. I just want to make you aware of that legislators.

Legislator Nicolello: You said "he is in a cash strapped" --

Mr. Persich: Talking about the administrator of the program over there, Bob Nigra. This is to fund the office hours and everything else. Just keep that in the back of your mind. It's been long and it's late and I understand that. When we get to the next session I will work with you to get this thing expedited.

Legislator Nicolello: Do you have the IG's comments with you? The email. Can you tell us what they are specifically so maybe -- do you have something to add Mr. Cleary?
MR. CLEARY: Yes. In addition to the inspector general's question, I have now a copy of the 2018 email that was sent from Dan Gregware of the county attorney's office explaining the reason the contract was approved previously in a similar fashion. It's speaking directly to this issue. The IG has not seen this email I believe. It's a long email but basically if I may read a little bit. This is from Dan Gregware and I can share this with everyone.

It is my opinion that a principal questionnaire form for the 18B Nassau County Bar Association Assigned Counsel Defender Plan administrator substantially complies with the county's requirements with respect to the individuals that need to complete the principal questionnaire form for the below-referenced contract.

Historically, the administrator is the individual that has completed this form on behalf of ACDP and this has been sufficient. The administrator is the day-to-day manager and exercises substantial control over ACDP.
and would therefore be the appropriate individual that should complete the form.

It should also be noted ACDP is not a traditional county vendor for the following reasons. One, the amounts provided to ACDP under the pending agreement are 100 percent reimbursable under state grant.

Two, ACDP is specifically referencing the grant agreement as the ultimate recipient of the grant funds which is attached to the pending contract.

Three, the purpose of the agreement is to improve the mandated services in accordance with the grant.

Four, the county is essentially acting as a pass-through of these grant funds from the state to ACDP.

And five, ACDP's sole function is to administer the county's mandated 18B indigent defense services.

So basically it's a mandated contract with a mandated vendor and this is the appropriate individual running the program. And that is why the county
attorney's office previously, and again would as reaffirmed, believes that this is the appropriate filing process.

LEGISLATOR NICOLELLO: I think the IG raised a second question however. That does not address the second issue.

MR. CLEARY: The second question regards the political campaign contributions?

LEGISLATOR NICOLELLO: Yes.

MR. CLEARY: As of today, we checked the system this morning and there are no reportable contributions from the individuals that would have to be named in that form.

LEGISLATOR NICOLELLO: The individuals that have to be named in that form who is that? Is it the administrator and president, vice president, treasurer and secretary of the Nassau County Bar Association? Those are the individuals that have to be identified?

MR. CLEARY: That's my understanding but I would have to confirm it.

LEGISLATOR NICOLELLO: And the
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representation is that there were no political contributions by any of those five individuals?

MR. CLEARY:    Again, that's my understanding. I would have to confirm specifically the five names to be able to answer clearly.

LEGISLATOR NICOLELLO:    I'm just referring to the titles at this point.

MR. CLEARY:    Yes. Those are the titles we are looking at, yes.

LEGISLATOR NICOLELLO:    Legislator Rhoads.

LEGISLATOR RHOADS:    Just in listening to the debate in light of the fact that obviously there is funding issues with the program itself based on the time limits of the contract. My understanding is, and I'm just throwing this out there, that the concern with respect to the disclosure requirements is that we want to make sure that this contract isn't being awarded based on some sort of political contribution that was made by one of the officers of the corporation. And in this
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particular instance you have a mandated vendor and a mandated service. A mandated contract.

So, I don't know that that actually is a concern in this particular case because they are the only game in town so to speak. Even if somebody did make a contribution to a candidate it wouldn't have impacted the awarding of this contract in any way.

So, I would feel badly holding up this contract on a piece of information that in this particular case isn't relevant. Which is why, I would imagine, that exemption was granted back in 2018 or at least part of it.

MR. CLEARY: I believe so. I also confirmed yes, all the individuals named were checked.

LEGISLATOR NICOLELLO: Does anyone else have any other comments to make? I think Legislator Rhoads' approach is the correct approach. I agree with his analysis of this and I think we should try to move this along. They are providing a needed service. We don't want the officers over there to go without being paid and to put those hardships
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on the people that are administering this program under these circumstances would not be something I think would be in the interest of the county.

And of course you need, notwithstanding the COVID-19 outbreak, these services are still being provided to indigent persons who have been charged with a crime. The program has to continue. Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: I agree that it's such an important program and we're going to do that. It still goes back and I know nothing's perfect and especially with what's going on we're probably going to have more issues in the future, but to have something that comes in late and doesn't really give the IG time maybe to review everything. And then we get it the morning of a meeting. We don't want to leave ourselves open to make a mistake on any contracts.

So, I'm also going with the trust that my colleagues have for the importance. But really we need to try to do the best we
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can to keep things done in a timely way so
that we're not missing anything.

LEGISLATOR NICOLELLO: I think
also factoring into our equation is the fact
that obviously the IG's office is hampered as
well. Obviously they're working probably on a
short staff, if not from home. They have been
very prompt and thorough with their reports to
date. So the fact that they got these to us
this morning is probably the result of what's
happening generally. We have to be a little
bit more flexible at this time to make sure we
keep the operations of government going
forward.

Anyone else? Thank you Robert.

Let's move on to E-55, a contract
with Vincent McNamara. Does anyone have any
questions with respect to this? This is for
the retention of Mr. McNamara's firm with
respect to several actions that are currently
pending against the county of Nassau. Anyone
remotely have any questions about this item,
E-55?

Hearing none, the next item is
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E-56. It's a contract with change -- I'm sorry, we're not calling that one. E-57 is a contract with Safe Center of Long Island, Inc. it's A contract with the police department for support services regarding domestic violence, sexual abuse and child abuse. $250,000 increase to a new maximum total of $1.25 million.

Any questions on the contract with Safe Center? Hearing none, we will move on to the next one.

E-58 is a contract with Albrecht Viggiano, Zureck and Company. That is also via the comptroller's office. I don't know if the comptroller's office wants to weigh in on this one. Sergio?

MR. BLANCO: Good afternoon everybody. This is essentially a contract close out from the comptroller's office's partner vendor who helped us prepare the CAFR. We do have a new vendor that this board did approve a few months back. But this is for out-of-scope additional services that were performed by the vendor over the last two
LEGISLATOR KOPEL: These services were already done?

MR. BLANCO: These services have already been performed, that's correct.

LEGISLATOR KOPEL: Shouldn't you have come to us before they were done?

MR. BLANCO: I'm sorry, I didn't get that question.

LEGISLATOR KOPEL: What I had ask is that the request for the additional funds should you have asked us for that before you already had the services done? In other words, you are already obligated for these services. For the money.

MR. BLANCO: I wasn't able to catch that one.

LEGISLATOR KOPEL: Why don't you get closer to your computer instead of standing. You might hear us better and we can hear you better. The question once again was, this is for money that you've already spent essentially?

MR. BLANCO: We did. That's
correct. The contractor did contemplate that they should any additional services be necessary they would be subject to additional approvals.

LEGISLATOR KOPEL: What I mean is, shouldn't you ask us for this money before you spend it?

MR. BLANCO: Lisa can elaborate, but this was essentially services that were performed while we were worried about getting the CAFR out in time. Failure to do this work and to go back to the legislature before we can get the work done could have risked our CAFR being released on a timely basis. The consequences of that can be rather grave. It can impact our bond rating.

LEGISLATOR KOPEL: I wasn't questioning whether or not you should have used these people or extended it. The question was, why didn't you come to us before you go ahead and spend the money? Before you obligate for the services. In other words, before instead of after. You've already spent it. We don't really have a choice now is what I'm saying.
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LEGISLATOR SCHAEFER: The services were performed is that what you're saying?

MR. BLANCO: That is correct, the services were already performed. Of course the legislature has the authority to reject this amendment and the vendor will have to take other recourse. That is authority granted --

LEGISLATOR KOPEL: I get that but that wasn't the question. The question was, ought you not to have come to us before we are in that kind of situation? In other words, before you go ahead and have the authorized services. The point of this whole exercise by the legislature is to decide whether or not something ought to be done. This was already done essentially giving us no choice and that's not the way this is supposed to work. You should come to us before you go ahead and contract for the services.

MR. BLANCO: And we agree with you. And for what it's worth sir, in the contract with the new vendor we've
specifically written in there that we're going
to require written approval before we
authorize any out of scope work. Because we
again learned from this experience and we
wanted to address that in a subsequent
procurement. Which we did indeed do. We
agree with you sir. To the best of our
ability, unless obviously exigent
circumstances indicate, which we do not
expect, we will not do that again and will
seek approval from this body for any
additional out of scope work for services in
the future.

LEGISLATOR KOPEL: For any
services for any vendor?

MR. BLANCO: Any services,
correct.

LEGISLATOR NICOLELLO: Does
anyone else have any questions for Sergio?
Hearing none, we will move on to the next
contract which is E-59 of 2020. A contract
with Emergency Management and the Nassau
County Vocational and Educational Extension
Board. This is a contract that provides
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services to our Nassau County 71 volunteer
fire departments as well as EMS. They have
been providing these services for many, many
years. This contract is apparently a
three-year contract totaling $110,000. The
only question I have Katy is --

MS. HORST: It's a total amount
of 1.1 million.

LEGISLATOR NICOLELLO: $300,000
per year somewhat. In excess of that. I
thought last year we passed a contract with
VEEB for two years and NIFA rejected it. Is
there any concern that NIFA may not accept
this three-year contract with VEEB?

MS. HORST: I don't have an
answer for you.

LEGISLATOR NICOLELLO: I think we
will do it anyway because I think it's a good
idea. They have a long-standing issue with
trying to -- making sure their operations
continue and each year when they have to come
back to us at some time it's delayed and again
they have the same issue in terms of paying
their employees and things. So I think it's a
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good idea for stability and it's a good idea
to make sure that they get paid for the
services that they are providing to the
county, which are essential.

MS. HORST: Absolutely.

LEGISLATOR NICOLELLO: Anyone
else have any questions or comments?

Legislator Rhoads.

LEGISLATOR RHOADS: It's not
directed to you Katy. This is more for the
benefit of NIFA just so that they understand
the services that are provided by VEEB. All
of the training for every volunteer fire
department takes place through VEEB at the
Nassau County Fire Service Academy. The
training for EMS personnel, volunteer EMS
personnel, takes place through the Nassau
County Fire Service Academy and through VEEB.

When we're talking about providing
a critical service, especially in light as you
can see of the reliance that we have on our
volunteer ambulance and fire services in the
context of the COVID-19 pandemic and just
general services provided to the county, those
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services are absolutely essential and
continuity of operations without having to
worry about budgetary considerations, which
this three-year contract provides, is
absolutely vital to that program being able to
continue to function.

In the past, when it was simply
one-year contracts, at the beginning of the
year there was always a question as to whether
VEEB was going to have to shut down because
the approvals couldn't take place fast enough
for them to be able to continue to pay
salaries and continue to run their operation.
This solves that problem.

So, if anyone from NIFA at any
point in time actually looks back to the
minutes of the legislature, why would they
consider what we have to think? know that the
reason that this is being passed as a
three-year contract is because it's vitally
important to their continuity of operation and
the service that they provide is vital to the
residents of Nassau County. That's why it's
being done.
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LEGISLATOR WALKER: I would just have to agree with Legislator Rhoads. If we didn't have our volunteer fire fighters right now and our ambulances and everything that they are doing we would be in an awful mess. Because I can tell you my radio goes off continuously that they have COVID-19 cases that they have to roll out for. So, they have always been an invaluable service but we see that more now. So I think it's very important and hopefully this gets approved by NIFA.

LEGISLATOR NICOLELLO: Any other questions?

E-49 of 2020 we are going to have to untable that. Motion to untable by Legislator Rhoads. Seconded by Legislator DeRiggi-Whitton. This is a contract with the county attorney and Sokoloff Stern.

Katy, you want to speak on this? All in favor of untabling signify by saying aye. Those opposed? Carries unanimously.

LEGISLATOR KOPEL: Katy please.

MS. HORST: I will tell you I am not prepare for this one. I did not know this
one was going to be untabled today. I'm going to ask if anyone from the county attorney's office is on the line? Brian Libert?

MR. LIBERT: I'm here.

MS. HORST: Go for it.

MR. LIBERT: If you just give me a moment to read my notes. Similar to you, I was not aware this was going to be untabled. If you could give me a moment.

I can speak on this item now.

LEGISLATOR KOPEL: Yes please.

MR. LIBERT: Brian Libert from the county attorney's office. This is an amendment with Sokoloff Stern with regard to the Galloway contract. This was basically a prior contract with regard to a conflicts matter on a previous case and the county attorney is trying to extend that contract into this Galloway matter and that will be to completion on the Galloway matter only.

LEGISLATOR KOPEL: Any questions anyone? No one? Thank you.

LEGISLATOR DERIGGI-WHITTON: Do you remember why we tabled this?
MR. LIBERT: Yes. I believe that the presiding officer made a point about having contracts be on specific individual contracts, which the office has understood and we are taking that directive very seriously. But certainly in this instance it would be useful at this point to be able to use the funding that's in place. But that's initially why it was tabled.

LEGISLATOR DERIGGI-WHITTON:

Thank you.

LEGISLATOR NICOLELLO: The one item that we still have to call is item 53. I think Legislator Rhoads is going to recuse himself. Will not be participating or taking any part in the debate and/or vote. This is a contract between the county and TRIAD Group. I don't know if I had a motion before but I will take one now from Legislator Bynoe. Seconded by Legislator DeRiggi-Whitton.

Anyone want to speak about this?

MR. PERSICH: This is our third party administrator for worker's comp claims. Been with us since 2005 I want to say or six.
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Somewhere around there. They administer all the claims and help us in claims processing. Additionally, this TRIAD was the lead trying to get the money back from the state from the 15-8 stuff that we did last year. I know there were some questions from the IG on this. So I don't know if this is going to make it today. But this is not an urgent one I will say.

MS. HORST: The IG just checked the boxes currently are reviewing and investigating and with results of our review investigating pending. So we don't know her exact questions at the moment.

LEGISLATOR NICOLELLO: So then we can't proceed with this one.

MS. HORST: Correct.

LEGISLATOR NICOLELLO: Take a motion to table from Deputy Presiding Officer Kopel. Seconded by Minority Leader Abrahams. All in favor of tabling signify by saying aye. Those opposed? That item is tabled by a vote of six to nothing.

So now we have the contracts that
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have been discussed. Why don't we invite Legislator Rhoads back in.

First of all, we voted on two of them already. E-51 you said. And E-53 we just tabled, correct? The remaining items that we have discussed that will be before the legislator that have not been voted upon are B-4, E-50, E-54, E-55, E-57, E-58, E-59 and E-49. Any further debate or discussion?

Hearing none, all in favor signify by saying aye. Those opposed? Carries unanimously.

I think the business of the Rules Committee is done for today. I would like to thank everybody for participating whether remotely or in person and the next meeting of the legislature will be in two weeks.


(Committee was adjourned at 2:25 p.m.)
CERTIFICATION

I, FRANK GRAY, a Notary Public in and for the State of New York, do hereby certify:

THAT the foregoing is a true and accurate transcript of my stenographic notes.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of April 2020

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FRANK GRAY